

Table of Contents

Agenda	3
Council Minutes dated May 9, 2011	
May 9, 2011 minutes	6
Destruction of Old records and reports.	
Police Department Memo for Records Destruction	18
Police Department Records May 2011	19
Court Records.	20
Clerk Records.	21
Rec Center	24
Public Works	25
Finance Records 2011	26
For Information Only	
Report, Bills Payable, 5/18/11.	27
Bill No. 5309 - An Ordinance Authorizing The City Administrator To Enter Into An Agreement Between The City Of Creve Coeur And The Monarch Fire Protection District To Provide Residential Building Code Enforcement For The Fire District. Final Reading and Passage	
Bill No. 5309	51
MFPD Request Letter (Exhibit A)	52
MFPD Agreement (Exhibit B)	53
Memo to CA 4-29-2011.	57
Bill No. 5310 - An Ordinance Amending The Personnel Policy And Procedures Manual Regarding Miscellaneous Sections Of The Manual And Making Other Technical Corrections Thereto. Final Reading and Passage	
Bill No 5310.	60
Memo 05092011	61
Exhibit A - red-line policy 05092011.	64
Bill No. 5311 - An Ordinance Repealing Ordinance Number 1921 And Approving A New Conditional Use Permit For An Automotive Dealership Pursuant To Section 504.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The Lou Fusz Fiat Located Within The "GC" General Commercial Business District At 900 N. Lindbergh Boulevard. First Reading	
Bill No. 5311	162
Exhibit 1: Recommended Elevations and Landscape Plan	166
Memo to Council	168
Staff Report from May 16, 2011 P&Z Meeting	169
Staff Report from May 2, 2011 P&Z Meeting	172
Applicant's Elevations received April 14, 2011	176
Staff Report from the April 4, 2011 P&Z Meeting	178
Original Applicant Submittal dated 03-21-2011	189
Ordinance #1921	191

Public Hearing Transcript from the meeting of April 4, 2011.	197
Excerpt from May 16, 2011 P&Z Meeting Minutes	237
Excerpt from May 2, 2011 P&Z Meeting Minutes	239
Excerpt from April 4, 2011 P&Z Meeting Minutes.	241
P&Z Commission Chair Letter.	243
Bill No. 5312 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading	
Bill No. 5312	244
Memo, FY 11 Budget Adj w/attachment, 5-19-11.	247
Resolution No. 963 - Resolution Authorizing The Execution Of An Agreement For Professional Services To Conduct An Annual Audit And Assist The City In The Preparation Of Its Comprehensive Annual Financial Report.	
Resolution No 963	252
Memo Auditor Contract w/attachment, 5-19-11.	253
Acceptance of Donation - Lines Grant from USTA	
Memo to Mark Perkins from Fran Thies dated 5/19/2011.	255
Grant application	256



**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, May 23, 2011
7:30 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

7:00 p.m. – Regular Meeting of the City Council

FUTURE PUBLIC HEARINGS

Monday, June 13, 2011 - 7:00 p.m. - The City Council will Hold a Public Hearing on the Proposed FY 2012 City Budget.

1. CONSENT AGENDA

a. Council Minutes dated May 9, 2011

b. Destruction of Old records and reports.

Summary: The Police Department coordinates an annual records and reports shredding for all departments within the city. This allows each department to destroy records, reports, and documents that are no longer required to be kept by State Law.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated May 18, 2011 in the amount of \$200,843.68 has been provided for Council review. No vote is required.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, May 23, 2011
7:30 PM

UNFINISHED BUSINESS

2. **Bill No. 5309 - An Ordinance Authorizing The City Administrator To Enter Into An Agreement Between The City Of Creve Coeur And The Monarch Fire Protection District To Provide Residential Building Code Enforcement For The Fire District. Final Reading and Passage**
Summary: At their December 17, 2010 board meeting, the Monarch Fire Protection District's Board of Directors decided that there is an unnecessary duplication of residential building code enforcement services being provided by the fire district and the city that could be consolidated. The proposed ordinance and agreement will allow this consolidation to occur.
3. **Bill No. 5310 - An Ordinance Amending The Personnel Policy And Procedures Manual Regarding Miscellaneous Sections Of The Manual And Making Other Technical Corrections Thereto. Final Reading and Passage**
Summary: The City's personnel manual is periodically amended for updates and clarifications.

NEW BUSINESS

4. **Bill No. 5311 - An Ordinance Repealing Ordinance Number 1921 And Approving A New Conditional Use Permit For An Automotive Dealership Pursuant To Section 504.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The Lou Fusz Fiat Located Within The "GC" General Commercial Business District At 900 N. Lindbergh Boulevard. First Reading**
Summary: Stephan Hollander, of S.J. Hollander Architect, on behalf of Lou Fusz Properties LLC, has submitted a request to amend Conditional Use Permit Ordinance #1921 to allow alteration to the existing structure for a new franchise, Lou Fusz Fiat, at 900 N. Lindbergh Boulevard. The property was formerly a Saturn Dealership, and is located north of Olive Boulevard and east of N. Lindbergh Boulevard. The property is currently zoned "GC" General Commercial District. Planning and Zoning Commission recommended approval at its May 16, 2011 meeting.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, May 23, 2011
7:30 PM

- 5. Bill No. 5312 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading**

Summary: An ordinance to amend the FY 2010-2011 budget.

- 6. Resolution No. 963 - Resolution Authorizing The Execution Of An Agreement For Professional Services To Conduct An Annual Audit And Assist The City In The Preparation Of Its Comprehensive Annual Financial Report.**

Summary: Resolution authorizing the city administrator to enter into a contract with Hochschild, Bloom & Company for auditing services for FY 11, FY 12 and FY 13.

- 7. Acceptance of Donation - Lines Grant from USTA**

Summary: Staff is requesting Council accept a \$1,500 donation from the United States Tennis Association (USTA). The program constitutes marking our existing courts with additional lines to accommodate smaller court play for players 12 years of age and under.

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 8. Boards and Commission Nominations**

Summary: Council Member D'Alfonso has requested discussion of this item.

BUSINESS FROM CITY ADMINISTRATOR

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 5/20/2011 10:30 a.m.

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, May 09, 2011
7:30 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Dielmann at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, May 9, 2011.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

ROLL CALL

The following members were in attendance:

Harold Dielmann	Mayor
Mrs. Kistner	Council Member Ward I
Mr. Kreuter	Council Member Ward I
Mr. Wang	Council Member Ward II
Mrs. Nealey	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mr. Saunders	Council Member Ward IV

* - Council Member Rhoades was absent

COMMENTS FROM THE GENERAL PUBLIC

Robert Kent resident of 13084 Fern Trails Lane asked whether the City of Creve Coeur shares in the sale of the recyclables that are picked up from residents by Allied Waste?

Mark Perkins stated the City does not have any involvement or share in the sale of recycled materials. Essentially the market for those materials varies greatly and not many cities do that.

Doris Nistler resident of 535 Fairways Circle thanked the Council for their continued support of the golf course.

Lou Salamone of Suburban Bowhunters stated he is a resident of Maryland Heights and requested more discussion regarding deer management and urged the Council to save their money and not purchase the deer cage as it would not solve the problem.

ACCEPTANCE OF AGENDA

Council Member Kistner moved, seconded by Council Member Kreuter to accept the agenda as presented.

Council Member Nealey requested that Item 9 – Deer Management be moved up to Item 3A.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Council Member Kistner moved, seconded by Council Member Hoffman to approve the agenda as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

7:00 p.m. – Regular Meeting of the City Council

However, the May 23rd Council Meeting will begin at 7:30 p.m. due to an extended budget work session.

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5308 - An Ordinance Amending The Traffic Code Regarding Traffic Schedules Within The City Of Creve Coeur. Final Reading**

City Clerk read Bill No. 5308 for the final time.

2. CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member Hoffman to approve the consent agenda as presented.

- a. Council Minutes dated April 25, 2011**

- b. Bill No. 5308 - An Ordinance Amending The Traffic Code Regarding Traffic Schedules Within The City Of Creve Coeur. Final Passage**

Mayor Dielmann called the question to approve the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 5308 becomes Ordinance No. 5191.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated May 5, 2011 in the amount of \$191,424.92 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Resolution No. 953 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Horner & Shifrin, Inc. For Engineering Services Related To Updates To The City's Storm Water Master Plan For A Fee Not To Exceed \$69,110.00.

City Clerk read Resolution No. 953.

Council Member Wang moved, seconded by Council Member Kreuter to remove Resolution No. 953 from the table, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 953.

Mark Perkins stated this is a follow up to the discussion Council had several weeks ago about storm water management and what the City's role is and what it should be. Mr. Perkins stated he and other staff members met with MSD and indicated that Mr. Heines will recap the meeting.

Jim Heines stated during the meeting MSD explained that their responsibility was to maintain existing storm systems which have been built to MSD's standards and accepted by MSD as part of their system. In addition, bank stabilization issues on creeks and streams are considered for capital projects based on problem severity and available funding. MSD is responsible for the maintenance of storm water and sanitary systems in approximately 90 municipalities in the Metro area, including St. Louis City and County. Areas of concern such as road culverts, road ponding, and yard ponding are not



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

considered MSD's responsibility. Municipalities and/or property owners are responsible to resolve these issues. Prior to 2003 there was State Grant funding available to municipalities for improvement to storm water infrastructure. MSD allocated these funds toward the municipalities' storm water projects. The funding was available beginning in the 1990's and the City of Creve Coeur as well as other communities depended on this funding stream to help with the cost of storm water issues. The Grant funding ended in 2003. The financial future of MSD's Storm Water Improvement program is unclear, but for the immediate future funding is tight and the District is planning to spend what little funding they have on maintaining the existing infrastructure. Other communities have created their own funding source by approving a Storm Water Tax and are currently constructing improvements on their own (i.e. Maryland Heights, Ellisville, Clayton, Frontenac and Webster Groves). Other means of generating funding would be a Neighborhood Improvement District (NID) which would provide funding for specific improvements in a designated area. In summary, MSD funding for storm water improvements is stretched to the limits and we can expect no assistance in the immediate future. If the City of Creve Coeur is committed to having storm water improvements constructed in our municipality, the City will need to step forward and assume these responsibilities.

Council Member Saunders stated it is obvious that MSD was counting on the impervious coverage monies to be able to cover this and asked do they have any plans for going forward.

Jim Heines stated MSD has indicated that they currently have no plans but are reviewing options at this time to find a new revenue source.

Council Member Kistner stated she has heard a few residents saying that storm water is MSD's problem and the City shouldn't fund it. But over the years, storm water issues have been the most frustrating and difficult for many people to deal with and she would like to offer support of the Storm Water Master Plan to begin providing some sort of support to the residents.

Council Member Nealey asked what are some of the negative consequences that we can expect if we don't begin to address some of the problem areas?

Jim Heines stated we could end up with creek erosion that could threaten a house, crumbling culverts that could cave in a street or a string of other issues that could come up.

Council Member Nealey stated so there is some urgency and issues that could come up if these areas are not addressed.

Jim Heines stated absolutely.

Council Member D'Alfonso asked if we develop a Master Plan and a developer comes in and wants to build something and it affects the storm water issues does the Master Plan get updated because of the new development?

Jim Heines stated the Master Plan will identify current issues, prioritize them and give recommendations on how to solve those issues with cost estimates. When a development is built it is



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

up to the engineers to design the storm water improvements so that it will not put undue pressure onto the creek systems.

John Beirne resident of 547 Falaise and Storm Water Committee Chair stated the committee has not pushed the Council for funding for projects for a long time. MSD is not going to have any money to assist any municipality with projects. What the committee is looking for it to get some funding to create a Storm Water Master Plan. The City has had three plans throughout the years and the last plan was prepared in 1999. Staff members are busy and are understaffed and what is helpful is if someone takes another look at all of the issues and the bigger picture. Things change over the years with new development and issues show up that the City has never identified before. The Storm Water Committee hopes that the Council will look favorably on this recommendation and feel it is a tool that is needed for the City.

Matt Wohlberg, City Engineer stated the cost for the update of the plan is \$45,000 which is based on the list of problems staff provided to the bidders. The \$69,000 comes from staff's request to the bidders to integrate this plan into GIS. The proposal from Horner & Shifrin, Inc has proposed to create an online GIS that anyone in the City could access. The remaining \$15,000 is for additional investigations as there are going to be some areas that are going to require special attention.

Council Member Saunders stated he is relatively convinced of the value of the Storm Water Master Plan but has an issue with the additional \$15,000. The additional funds seems an arbitrary addition to a fairly non arbitrary process in determining the cost and who to contract with and wondered how the additional amount was brought about.

Matt Wohlberg stated with the initial budget of \$40,000 staff recognized early on that it wouldn't be enough. The budget was public information and several of the bids tailored what they offered to that budget.

Gene Rovack representative of Horner & Shifrin, Inc stated there was a scope given in the bid and hours were tailored to that and how it would be done. In addition, Horner & Shifrin understood this was an update from the previous plan and not to recreate the plan. The idea is to review and add new material which will be provided by the City regarding complaints, uncompleted projects and issues staff members have noted over the years. There is a wide range of what people expect for Storm Water Master Plans even in an update.

Council Member Nealey stated so the extra funds is not a general fudge factor.

Gene Rovack stated no it is not a fudge factor. Usually issues arise after the research has begun and the additional funds will cover those requests.

Council Member Nealey asked how does the City Administrator control the spending of the additional amount and how does the approval process work?



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Mark Perkins stated we wouldn't come back to Council if the Resolution is approved with the amount up to \$69,000. What would happen is that staff would advise him if the research would be getting up into the additional fee.

Council Member Hoffman stated he is uncomfortable with leaving in an undetermined \$15,000 in the contract to be spent without Council approval.

Council Member D'Alfonso stated it seems as if we do this every ten years and asked is there a better more cost effective way to do this on a more regular basis.

Gene Rovack stated yes and with adding the GIS component in the contract it could be updated as we go along. If there is a pattern or a serious issue developing, the City could address before it becomes a bigger issue.

Mark Perkins asked what is the public engagement portion of this process and what is included in the contract to engage residents.

Matt Wohlberg stated staff will hold meetings by Wards and collect the comments and forward to Horner & Shifrin. It is written in the contract amount that they will attend Planning and Zoning meetings as well as Council meetings.

David Caldwell resident of 257 Brooktrail Ct stated he feels that the whole bidding process and then awarding the bid and giving additional funds to the winning bidder flies in the face of the process. If there is additional work that needed to be completed he would want the contractor to define the additional work and then complete that work after the initial contract work was completed. The proper approach would be to complete the \$44,110 and consider anything else entirely optional. The time spent between the original proposals and now is that everyone has a better understanding of MSD and their situation.

Council Member Kistner moved, seconded by Council Member Saunders to amend Resolution No. 953 for an amount not to exceed \$53,842.00, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Council Member Kistner moved, seconded by Council Member Saunders to approve Resolution No. 953 as amended, with the vote upon such motion being as follows, to-wit:



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

3A. Deer Management

Chief Eidman read and presented a letter from the Police and Safety Committee chair regarding their recommendations on the issue. (Exhibit A)

Council Member Nealey asked if there was any discussion of hunting.

Chief Eidman stated the Police and Safety Committee members felt it wasn't an issue that the City or the Police Department should be involved in because it is not an effective use of taxpayer funds.

Council Member Nealey stated she respects the great deal of time and energy that everyone has put into exploring this issue but is going to have difficulty going back to those residents that are having issues with deer without a solution. Council Member Nealey stated there are some other options we could explore regarding this issue and asked if there is a way to partner with the Town and Country program.

Council Member Kistner stated when Town and Country comes up with an equitable solution that would be the time to partner with them since they have spent an enormous amount of time, research and resources on this issue.

Council Member Hoffman stated this isn't a regional or Creve Coeur problem, this is a problem everywhere. If we remove them in one area they are just going to migrate. So we should plant things that they won't eat and stop feeding them and do the best that we can because we are not going to get rid of them.

Council Member D'Alfonso stated she is not interested in the band aid or the trapping solution but is interested in the safety of the residents. This is a problem that needs to be addressed. Purchasing a cage that is going to get donated isn't going to help anyone. Council Member D'Alfonso stated she is interested in pursuing an effective solution further as this has become a real safety issue.

Lou Salamone of Suburban Bowhunters stated currently there are hunters from Suburban Bowhunters that hunt during hunting season, which is a four month season, in Chesterfield and Clarkson Valley. The municipalities passed an ordinance to permit homeowners to allow someone to come onto their



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

property and bow hunt. The hunter has to have qualifications to do that including \$2 million in insurance, training and some other additional items.

Council Member Hoffman asked if the meat is donated.

Lou Salamone stated if we donate the meat the hunter has to field dress, take the meat to a processor that is open and has a cold storage locker. There aren't any open on the weekends or evenings anymore and it has become difficult. The hunters do have people that they know that will go purchase tags and will come and take a deer that is killed.

Council Member Hoffman asked what does Suburban Bowhunters charge.

Lou Salamone stated we have not charge anyone anything.

Council Member Nealey asked about police involvement with a managed hunt.

Lou Salamone stated in a managed hunt there are a lot of people in a short amount of time. Mr. Salamone stated we are not doing managed hunts; we only hunt over the hunting season and don't do it all in one day.

Council Member Kistner suggested due to the late hour of the meeting that the Council process the information that they have been given tonight and discuss on another agenda.

NEW BUSINESS

4. Bill No. 5309 - An Ordinance Authorizing The City Administrator To Enter Into An Agreement Between The City Of Creve Coeur And The Monarch Fire Protection District To Provide Residential Building Code Enforcement For The Fire District. First Reading

City Clerk read Bill No. 5309 for the first time.

Mark Perkins stated in recent years many Fire District have gotten away from home inspections and instead are intending to rely on the City inspections and Monarch is following suit.

Carl Lumley stated he needs a motion to amend the ordinance to remove references to the fines and/or penalties for enforcement.

Council Member Hoffman moved, seconded by Council Member Kistner to amend Bill No. 5309 to remove references to fines and/or penalties in regards to enforcement, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye

Council Member Nealey – Aye

Council Member D'Alfonso – Aye

Council Member Wang – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Carl Lumley stated to clarify on the scope of services Item A is the City's current Code as adopted and Item B are two additional items. Whatever compromise the Fire District has made in their minds this involves the City inspectors looking at two additional items in the Monarch Fire District portion of the City.

Mark Perkins stated there are only a couple of substantive building code differences between what the Fire District has adopted and the City has adopted. These are not going to be substantive and these are things that our building inspectors can readily enforce and are outlined in the ordinance. There are no additional fees coming on to this. These are going to be completed as an inspection by the City so there is no revenue source on this. It is viewed as there is not a substantial amount of additional inspection work that will cause an issue for the building department as opposed to having another agency come in and subject the homeowner to that. Carl Lumley pointed out that re-inspection fees would apply.

Mayor Dielmann stated maybe we should increase our cost a little since the homeowner was paying for a Fire Inspection in the first place.

Mark Perkins we have recently increased our inspection fees.

5. Bill No. 5310 - An Ordinance Amending The Personnel Policy And Procedures Manual Regarding Miscellaneous Sections Of The Manual And Making Other Technical Corrections Thereto. First Reading

City Clerk read Bill No. 5310 for the first time.

6. Resolution No. 961 - A Resolution Authorizing the City Administrator and the Creve Coeur Police Department to Participate in the Missouri Highway Safety Program.

City Clerk read Resolution No. 961.

Council Member Kreuter moved, seconded by Council Member Kistner to approve Resolution No. 961, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

7. Resolution No. 962 - A Resolution Approving Settlement Of Insurance Claim Regarding Fire-Damaged Dump Truck.

City Clerk read Resolution No. 962.

Council Member Wang moved, seconded by Council Member Kistner to approve Resolution No. 962, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

8. Olive Boulevard TDD Board of Directors

Mark Perkins stated he spoke with Council Member Rhoades and she was requesting clarification in regard to the fact that Robert Haddenhorst Jr. is no longer on the City Council but is a member of the Olive Blvd TDD Board of Directors. The TDD agreement provides the frame work for appointments and indicates that members as they are appointed will continue to hold the seat until the term is expired or the member resigns. Mr. Haddenhorst's term will expire September 2012 and he has agreed to continue to serve.

BUSINESS FROM CITY ADMINISTRATOR

9. Deer Management

Discussed earlier in meeting.

10. Boards and Commissions Review

Mark Perkins stated a few meetings ago there were comments from Council whether or not we should review our Boards and Commissions to determine if some should be consolidated or other changes should be made. If this is the consensus of the Council, now would be the appropriate time before the appointment process begins. Mark Perkins stated some of the committees that come to mind are the Climate Action Task Force that is still ongoing and could be combined with the REB, and other REB functions could be combined with another committee. An appropriate manner to move forward could



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

be a committee of the Council President, Mayor and a third member of the Council. Then there could be a review and recommendation for Council to consider.

Council Member Kistner asked what would be the effectiveness of inviting all of the current chairs to a meeting of committee chairs to have a type of round table discussion about where their committees are and their goals.

Council Member Hoffman stated it might be cutting it close but suggested having a work session with committee chairs the first meeting in June.

Mark Perkins stated those are good suggestions.

11. Olive/Graeser TDD Update

Dan Smith stated there are some items of concern over the budget. The project does appear to be over budget. The budget went from 1.3 million to 1.5 million due to utility relocation and now the estimate budget is a little over 1.7 million. There are some financial issues with the construction company completing the project. The invoices are now being paid directly to the subcontractors and suppliers and payroll and benefits are being paid to the unions. Basically this has resulted in some invoices getting paid twice because the vendors threatened to quit working on the job because the contractor wasn't paying them. Dan Smith stated he has voiced the City's concerns about any double payments being included in the Series A notes which the City has a financial commitment of up to \$55,000 a year and was assured by Pace Construction that the double payments had not been included in the request for the A Series reimbursement. At the last meeting the project had reached the top of the Series A notes. The question is going to come up again when they request reimbursement for the B Series notes which are the amounts which the developer exceeds the \$1.25 million plus the City's \$200,000 for the realignment, plus the County's \$200,000 plus any portion of the payments the City makes during the time period of the Series A notes. Dan Smith stated the question in his mind is can the TDD reimburse the developer for those double payments. The end of the project is very near and should be completed within the next 30 to 45 days. The TDD Board also voted to hire Financial Advisors.

Mel Klearman, Advisory Director of the Olive/Graeser TDD read and presented a statement for the record. (Exhibit B)

12. Conway Park Improvement Project Update

Matt Wohlberg stated the City of Creve Coeur pursued grant funding assistance from the Municipal Park Grant Commission in October 2010 for improvement to Conway Park. The City was awarded a grant in January 2011, and City staff intends to pursue several projects to implement these improvements by the end of the 2011 construction season. The Conway Park improvements will be completed in three phases. There will be playground improvements in phase one which will bring the area up to meet current safety standards and will include a rubberized safety surface similar to those at Beirne and Millennium Parks. Phase two will include retaining wall replacement and those are located



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, May 09, 2011
7:30 PM

adjacent to the tennis courts and existing playground area. Phase three, which is the final phase, will include improved access to the picnic areas with new tables installed and sidewalk access.

13. Third Quarter FY 2011 Financial Analyses

Dan Smith reviewed the third quarter FY 2011 Financial Analysis. (Exhibit C)

Council Member Wang moved, seconded by Council Member Kistner to adjourn at 10:15 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

TO: Mark Perkins, City Administrator
FROM: Chief Glenn Eidman
DATE: 5/18/2011
SUBJECT: Shredding Process

The Police department coordinates an annual shredding process for the destruction of old records for the police department, and all city departments. Comprehensive lists of records scheduled for destruction from each department are attached as well for review. The shredding company will be at the Creve Coeur Police department on June 3rd, 2011 at 2:00 pm to complete the process. All documents will destroyed on sight at that time.

The Police department and all city wide departments maintain compliance with the state record retention laws and procedures. This memo will serve as notice to all city officials of our intention to complete the process.

Chief Glenn Eidman

LOCAL RECORDS PROGRAM



DISPOSITION LIST

CITY OF CREVE COEUR

Police Department

May 23, 2011

The following **Creve Coeur Police Department records** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES:

INCLUSIVE DATES:

Vehicle Inspection Checklists	Prior to 1/1/09
Police Vehicle Records for police vehicles no longer the property of the City	Prior to 1/1/010
Application for Employment (Applicants for commissioned and non-commissioned positions-not hired)	Prior to 1/1/10
Accident Reports (Excluding fatalities and Hazardous Materials)	Prior to 1/01/2006
Alarm Reports	Prior to 1/1/10
Arrest # Logs	Prior to 1/1/10
Surety Bond Log	Prior to 1/1/06
Arrest Records with No Arrests within the past 10 years	
Towed Vehicle With No Reports Computer Entry Forms	Prior to 1/1/08
Computer Entry Requests for Tabs & License Plates	Prior to 1/1/2009
Faxes Responses to Requests	Prior to 1/1/10
Fingerprinting for Public Records	Prior to 1/1/10
Gas Logs	Prior to 1/1/10
NRN Paperwork	Prior to 1/1/10
Computer entries for repossessed vehicles	Prior to 1/1/10
Report Requisition Log	Prior to 1/1/10
Validation Sign Off Sheets	Prior to 1/1/10
Westwood Reports	Prior to 1/1/10
VSI Reports	Prior to 1/1/10
Obsolete Muni Court Summons 003011-003025 and 5152-5175	
Obsolete Missouri Uniform Complaint & Summons 970370278-970370300	
Outdated Supply of Citations: 080393387-080393400 080393309-080393325 080394080-080394100 080393565-080393575 080385269-080385275 080394327-080394350 080394364-080394375 080384991-080385000 080385005-080385025 080392562-080392575 080394045-080394050 080385133-080385150 080393153-080393175 080385303 080385305-080385325 061431075 080392523-080392525 080394176-080394200 080393403-080393425 080393608-080393625 080394157-080394175 080393537-080393550 061432900 080393713-080393725 080393364-080393375 080394229-080394250 080393686-080393700 080394259-080394275 080394288-080394300 06143368061433700	

COURT RECORDS DISPOSITION LIST-2011

The following list of records has met their retention schedule and is recommended for disposal pending approval from the Presiding Judge of the St. Louis County Circuit Court. These records are eligible for destruction under Court Operating Rule 8 and Chapter 610, RSMO. The following records are recommended for shredding.

FILE SERIES:

INCLUSIVE DATES:

Open Records including:

**Other Traffic Tickets,
excluding DWI/DUI/BAC** 1/1/06 through 12/31/07

Parking Tickets1/1/06 through 12/31/07

Animal Control Cases1/1/06 through 12/31/07

Housing Violation Cases1/1/06 through 12/31/07

Other Ordinance Violation Cases1/1/06 through 12/31/07

Approximately 60 letter size banker boxes in total.



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

MAY 2011

The following **Creve Coeur City Clerk records** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD SERIES	INCLUSIVE DATES	DESTRUCTION CODE FROM SOS	DESTRUCTION BOX #
Memos regarding studies into possible pocket parks around the city, purchase of park equipment in the late 60's early 70's, memos from various mayor's requesting Park Commissioner's review into various items, etc	1966 - 2005	0016	1
Annual City Golf Invitational (includes copies of invitations, guest lists, etc) – all information for this event is now done electronically	1983 - 2005	0016	1
Citizen advisory committees – regarding research into proposed pocket parks.	1969 - 1987	0016	1
Correspondence for financial assistance program for neighborhood parks acquisition	1971 - 1974	0016	1
Information regarding lawsuit between HBA and some municipalities Vs. Union Electric regarding the placement of utility lines above ground	1968	0016	1
Various news/press releases	1969 - 1978	0016	1
Travel reimbursement information for NLC, MML, etc travel for elected officials	1990 - 2006	0722	1
RFP and correspondences for solid waste/trash services	1966	0016	1
Taxi business licenses and correspondence	1991	0038 - 0016	1
Annual Holiday Appreciation information – including copies of invitations, guests lists, bills, menus, etc.	1991 - 2005	0016	1
Road and Bridge tax assessments, payments, bills and receipts	1960 - 1992	0750	1

City sales tax information through the State of Missouri – this is when the state used to assess, bill and send a check for sales tax collected for this area.	1972 - 1993	0750	1
St Louis County real estate tax records – lists, tax rolls, assessments, receipts, correspondences, etc.	1978 - 2002	0750	1
Copies, duplicates and triplicates of correspondences regarding 1995 annexation information (i.e. lists of subdivision trustees, annexation committee, memos from subdivisions to mayor with questions regarding what they will get when they annex, reports from County regarding annexation information to the City, etc)	1994 - 2007	0016	2
Petition requesting City to remove leash law requirement for cats.	1996 ,2005	0039	2
Copies of expired agreements/contracts throughout the years (i.e. mosquito control through St. Louis County, Dispatch services for T & C, Code enforcement services through St. Louis County Building Division, etc)	1957 - 2006	0015 & 0016	2
Council Packet information	1972 - 1999	0016	2
Correspondences between City and property owner in Ladue Heights subdivision requesting the City to make the streets within the subdivision public so that the City could maintain them.	1971 - 1973	0016	2
Correspondences between City officials and trustees of the Creve Coeur Executive Office Park regarding speed limit on roads and later the conditions of the roads	1974 - 1984	0016	2
Correspondences between MoDOT and City officials regarding lighting, traffic flow, construction updates, etc on Lindbergh Blvd	1966 - 1990	0016	2
Correspondences between MoDOT and City officials regarding lighting, traffic flow, construction updates, road conditions, etc on Ladue	1962 – 2004	0016	2
Correspondences between MoDOT and City officials regarding lighting, traffic flow, construction updates, road conditions, etc on Emerson	1963 - 1987	0016	2
Correspondence between the County and City regarding improvement of the Craig extension between Ballas and Craig – cost analysis, etc.	1984 - 1991	0016	2
Correspondences between the County Highway Dept & City regarding construction, surveying, stripping, maintenance, traffic signaling, etc on the following streets: Craig, Olive, Ross, Guelbreth Lane, Lindbergh, Hwy 270, Spoeede, Will Ave, Old Ballas, Warson	1962 - 2006	0016	2
Correspondences between residents and the City regarding the condition, maintenance, construction, widening, etc of Spoeede Road	1986 – 1989	0016	2
Correspondences regarding possible name change of Old Ballas Road	1995	0016	2



LOCAL RECORDS PROGRAM **DISPOSITION LIST**

CITY OF CREVE COEUR

MAY 5, 2011

The following **Creve Coeur municipal records** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

RECORD
SERIES:

INCLUSIVE
DATES:

Learn to skate registrations, rosters and contacts.....	2005
Time cards and attendance records.....	1999 - 2005
Applications (copies).....	2005
Community Center room applications & schedules	2004 - 2005
Ice & Golf Daily reports	2004-2005
Monthly reports	1999-2007
Recreation field, park applications and permit copies	2005
Golf league receipts, standings & lessons	2002-2007
Work schedules	2005
Golf correspondence	1998-2005
Budget worksheets.....	FY98-08
Accident reports	1994-2006
Accts payable (golf)	2006-2007
Receipt books.....	2007-2008
Contact lists	2005-2007



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

Public Works Department

May 12, 2011

The following **Creve Coeur municipal public works records** have met the mandated retention schedule and are recommended for disposal. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

PROJECT NOS.

FEMA Documents

1676, 1673, 3267

These boxes contain support documents for FEMA reimbursement requests from ice storm damages that occurred in December of 2006 through January 2008. We are required by federal law to retain these records for a period of (3) years after the final settlement date which took place in January of 2008.



LOCAL RECORDS PROGRAM

DISPOSITION LIST

CITY OF CREVE COEUR

Finance Department

May 12, 2011

The following **Creve Coeur municipal finance records** have met the mandated retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The records are scheduled for shredding and said action shall be recorded in the jurisdictional minutes with the record series and inclusive dates.

**RECORD
SERIES:**

**INCLUSIVE
DATES:**

Accounts PayablePrior to 1/01/06

Accounts Receivable.....Prior to 1/01/06

PayrollPrior to 1/01/06



City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000
www.creve-coeur.org

DATE: May 18, 2011
TO: Mark Perkins, City Administrator
FROM: Daniel Smith, Director of Finance
SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated May 18, 2011, in the amount of \$200,939.51.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

NO DEPARTMENT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00084	2		3838272111	03-May-11	COCA-COLA	SODA-MAINT FACILITY VENDING	01-00-00-4739	155.35	
00066	0		191606	18-Apr-11	FROESEL OIL	8006 GAL UNLEADED GASOLINE	01-00-00-1651	28,234.05	
00066	0		192010	03-May-11	FROESEL OIL	2200 GAL DIESEL FUEL	01-00-00-1653	7,920.66	
00188	180		050911	09-May-11	ROMA, ANDRES	SEWER LATERAL REPAIR REIMB	02-00-00-1901	5,516.00	
00116	0		7854	13-May-11	SAM'S CLUB	SNACKS FOR RONALD MCD HOUSE	01-00-00-4729	78.73	
Sum of Invoices									41,904.79



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 GF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-11-12-6253	190.56
00019	0		76119	04-May-11	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY APR 2011	01-11-12-6201	7,317.00
Sum of Invoices								7,317.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		050111	01-May-11	ASI	FLEX SPENDING ACCT ADMIN-APRIL	01-12-11-6203	345.40
00114	11		832132988 GF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-12-11-6253	71.82
00034	0		050411	04-May-11	CHRISTENSEN, JAYSEN	MILEAGE REIMB APRIL 2011	01-12-11-7307	12.50
00138	1		6275943	30-Apr-11	CSC CREDIT SERVICES	CREDIT REPORTING SERVICE	01-12-11-6202	15.61
01447	0	P001161	17852	09-May-11	DIVERSIFIED PRINTING INC	MAY 2011 NEWSLETTER PRINTING	01-12-11-6203	988.00
01262	0	P001160	24046	26-Apr-11	SPECIALTY MAILING	HANDLING OF APRIL NEWSLETTER	01-12-11-6203	272.67
01262	0	P001160	24074	05-May-11	SPECIALTY MAILING	HANDLING OF MAY NEWSLETTER	01-12-11-6203	272.64
00053	0		37301-46	04-May-11	ST JOHN'S MERCY CORPORATE HEALTH	4 EA PREPLACEMENT PHYSICALS	01-12-11-6271	340.00
00932	0		042911	29-Apr-11	WEISS, MELISSA	MILEAGE REIMB-APRIL 2011	01-12-11-7307	10.09
Sum of Invoices								2,328.73



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00474	0		IN20111634	12-May-11	AP TECHNOLOGY	SECURECHECK ANNUAL RENEWAL	01-12-51-6213	995.00
Sum of Invoices								995.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		832132988 GF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-13-11-6253	67.62	
00140	6		29122	05-May-11	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-APRIL 2011	01-13-11-6202	35.00	
Sum of Invoices									102.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00051	1		20.21458	26-Apr-11	BCA, INC.	DEDUCTIBLE FOR CONCLUDED CLAIM	01-13-15-6220	500.00
00045	1		563575552001	06-May-11	OFFICE DEPOT	PAPER, EASEL PADS	01-13-15-7312	50.98
00046	0		899055	10-May-11	OFFICE ESSENTIALS	30 CASES 8.5x11 PAPER	01-13-15-7312	939.00
01484	0		235704-0	06-May-11	OFFICE SOURCE, INC.	TONER-MUNI COURT	01-13-15-7312	155.92
00076	1		29494855	06-May-11	PEPSI-COLA GEN. BOT. IN	SODA FOR CITY HALL VENDING	01-13-15-7304	301.50
00077	0		4157093	09-May-11	QUILL	TONER CARTRIDGES-COMM. DEV.	01-13-15-7312	308.35
00116	0		7855	13-May-11	SAM'S CLUB	DESSERTS FOR WELLNESS EVENT	01-13-15-6272	66.12
00601	0		2895 5/11	05-May-11	ST JOHN'S MERCY MED CENTER TNG CENTER	AED TRAINING COMPLETION CARDS	01-13-15-6272	48.00
01169	0		108424044	10-May-11	STAPLES ADVANTAGE	TONER CARTRIDGES-DETECTIVES	01-13-15-7312	146.56
01169	0		108228918	27-Apr-11	STAPLES ADVANTAGE	TONER CARTRIDGES-MUNI COURT	01-13-15-7312	296.32
Sum of Invoices								2,812.75



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00623	0		921456432-1	10-May-11	UNITED STATES TENNIS ASSOCIATION	USTA MEMBERSHIP	01-14-11-6262	35.00
Sum of Invoices								35.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00722	0		7157	29-Apr-11	ACCUTIME LLC	TIME CARDS	06-14-31-6213	28.88
00195	0		44077	05-May-11	ALARM 24, INC.	ALARM MONITORING ICE ARENA	06-14-31-6212	90.00
00114	11		832132988 EF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	06-14-31-6253	69.22
00935	1		21016723	02-May-11	BMI GENERAL LICENSING	MUSIC LICENSING	06-14-31-6262	309.00
00948	0		110263	02-May-11	C&R MECHANICAL	SERVICE CONTRACT ICE	06-14-31-6211	1,096.50
00015	1		452757319	11-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (051111)	06-14-31-7301	1.92
00015	1		452752553	29-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (042911)	06-14-31-7301	1.92
00015	1		452754222	04-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (050411)	06-14-31-7301	1.92
00015	1		452757319	11-May-11	CINTAS CORP. #452	UNIFORMS (051111)	06-14-31-7308	5.01
00015	1		452752553	29-Apr-11	CINTAS CORP. #452	UNIFORMS (042911)	06-14-31-7308	5.01
00015	1		452754222	04-May-11	CINTAS CORP. #452	UNIFORMS (050411)	06-14-31-7308	5.01
00080	0		1272-587-5	06-May-11	DIERBERGS	SODA FOR BIRTHDAY PARTIES	06-14-31-7304	22.00
00080	0		9734-157-5	06-May-11	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	20.99
00082	0		0476809	10-May-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	215.08
00048	0		186878	02-May-11	PAVYER	OLYMPIA BLADE SHARPENING	06-14-31-6211	39.34
00092	7		201103200049	20-Mar-11	ST LOUIS COUNTY	ANNUAL BOILER INSPECTION	06-14-31-6211	112.00
00711	1		304407676	14-Apr-11	TERMINIX	PEST CONTROL ICE ARENA	06-14-31-6212	32.00
Sum of Invoices								2,055.80



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01479	1		JI43309	04-Apr-11	TURFWERKS	IGNITION SWITCH CUSHMAN	06-14-32-6210	33.46
01479	1		SI26061-1	04-Apr-11	TURFWERKS	CLUTCH LEVER JACOBSEN MOWER	06-14-32-6211	42.10
00458	1		19711622	18-Apr-11	LAFARGE NORTH AMERICA, INC.	TOP DRESSING SAND	06-14-32-6212	593.22
00023	1		169519	25-Apr-11	FRED WEBER, INC	STONE FOR GOLF COURSE	06-14-32-6212	78.12
00023	1		168426	19-Apr-11	FRED WEBER, INC	STONE DRAINAGE FOR GOLF COURSE	06-14-32-6212	62.42
01415	0		INV0001294	20-Apr-11	GREENSPRO, INC.	FAIRWAY FERTILIZER	06-14-32-7303	594.00
01415	0		INV0001326	25-Apr-11	GREENSPRO, INC.	FAIRWAY FERTILIZER	06-14-32-7303	561.00
00173	0		IN093392	21-Apr-11	SUPREME TURF PRODUCTS	CALCIUM FERTILIZER	06-14-32-7303	60.00
Sum of Invoices								2,024.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00722	0		7157	29-Apr-11	ACCUTIME LLC	TIME CARDS	06-14-33-7304	28.87	
00195	0		44077	05-May-11	ALARM 24, INC.	ALARM MONITORING PRO SHOP	06-14-33-6202	90.00	
00948	0		110263	02-May-11	C&R MECHANICAL	SERVICE CONTRACT GOLF	06-14-33-6211	1,096.50	
00530	0		042711	27-Apr-11	CREVE COEUR LIONS CLUB	ADVERTISEMENT FOR GOLF TOURNEY	06-14-33-6260	75.00	
00711	1		304407676	14-Apr-11	TERMINIX	PEST CONTROL PRO SHOP	06-14-33-6212	32.00	
Sum of Invoices									1,322.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452757319	11-May-11	CINTAS CORP. #452	WIPING TOWELS (051111)	06-14-34-7301	10.13
00015	1		452752553	29-Apr-11	CINTAS CORP. #452	WIPING TOWELS (042911)	06-14-34-7301	10.13
00015	1		452754222	04-May-11	CINTAS CORP. #452	WIPING TOWELS (050411)	06-14-34-7301	10.13
00084	2	P001142	3838272112	03-May-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	321.10
01491	0	P001192	54255058	29-Apr-11	FARMER BROS. COFFEE	COFFEE, TEA, SOFT DRINKS FOR RESALE	06-14-34-8317	45.14
00116	0	P001145	2295	02-May-11	SAM'S CLUB	GENERAL SUPPLIES (7304)	06-14-34-7304	10.42
00116	0	P001145	2295	02-May-11	SAM'S CLUB	FOOD FOR RESALE (8315)	06-14-34-7304	56.07
00116	0		2295.	02-May-11	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	142.77
00086	0	P001143	105050895	05-May-11	SYSCO FOOD	SANDWICHES FOR RESALE (8315)	06-14-34-8315	637.73
00086	0	P001143	105050895	05-May-11	SYSCO FOOD	FUEL SURCHARGE	06-14-34-8321	5.00
00086	0	P001143	105050895	05-May-11	SYSCO FOOD	MISC ITEMS (8321)	06-14-34-8321	33.72
Sum of Invoices								1,282.34



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00088	0		104820-1	03-May-11	ARCHWAY LIGHTING SUPPLY, INC.	LIGHT BULBS	01-16-11-6212	31.50
00114	11		832132988 GF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-16-11-6253	31.72
00102	0		703346	04-May-11	BEYERS LUMBER	SPRAY PAINT, SCREWS	01-16-11-6212	17.06
00010	0		884209	26-Apr-11	BRANNEKY HARDWARE	SHELF BRACKETS	01-16-11-6212	8.58
01448	0	P001162	663114	01-May-11	BUILDINGSTARS	CLEANING SERVICE	01-16-11-6212	1,420.00
00015	1		452737563	28-Mar-11	CINTAS CORP. #452	UNIFORM RENTAL (3/28/11)	01-16-11-7308	10.00
00015	1		452757334	11-May-11	CINTAS CORP. #452	UNIFORM RENTAL (5/11/11)	01-16-11-7308	10.00
00015	1		452754237	04-May-11	CINTAS CORP. #452	UNIFORM RENTAL (5/4/11)	01-16-11-7308	10.00
00081	1		9520220329	26-Apr-11	GRAINGER	WALL PHONE	01-16-11-6212	66.87
00117	0		9014397	26-Apr-11	HOME DEPOT	PAINT & SUPPLIES	01-16-11-6212	275.93
00039	0		717862	11-May-11	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	465.00
00164	0		015087	13-Apr-11	CARE LTD.	4 EA AUTOFLUSH FOR TOILETS	01-16-11-6212	484.00
00164	0		015691	29-Apr-11	CARE LTD.	TOILET SEAT COVERS & DISPENSER	01-16-11-6212	277.90
00116	0		7341	29-Apr-11	SAM'S CLUB	COFFEE, CREAMER	01-16-11-7304	387.88
00092	7		201105010042	01-May-11	ST LOUIS COUNTY	PERIODIC ELEVATOR INSPECTION	01-16-11-6211	256.00
00123	0		3000055049	01-May-11	THYSSENKRUPP ELEVATOR CORP.	QTRLY ELEVATOR MAINT CONTRACT	01-16-11-6211	719.63
00054	1		01776322	03-May-11	WALTER KNOLL FLORIST	ATRIUM FLORAL MAINT-JUNE 2011	01-16-11-6212	80.00

Sum of Invoices

4,552.07



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0508201	30-Apr-11	AT&T	CELL PHONES FOR ADMIN DIVISION	01-21-11-6253	133.05
00640	0		169500	09-May-11	BOB BARKER CO	7 BOXES LATEX GLOVES	01-21-11-6271	59.41
00295	1	P001188	1385620	13-Apr-11	CARDIAC SCIENCE CORP.	2 EA AED WALL CABINETS	01-21-11-9501	478.00
00080	0		1545147	06-May-11	DIERBERGS	(2) GOOP AND (1) KRAZY GLUE	01-21-11-7302	8.38
00028	0		4/28/11	28-Apr-11	KAYSER, DON	APRIL FBINAA MEETING REIMB.	01-21-11-6264	18.00
00125	0	P001189	239052	29-Apr-11	LEON UNIFORM	100 UNIFORM PATCH-SUBDUED	01-21-11-7308	225.00
00125	0	P001189	239052	29-Apr-11	LEON UNIFORM	668 UNIFORM PATCH (\$60.00 CRED	01-21-11-7308	775.00
00050	0		16309	15-Apr-11	REJIS	ANNUAL IRIS MAINTENANCE	01-21-11-6202	2,000.00
00050	0		16311	15-Apr-11	REJIS	(7) BACKGROUND CHECKS	01-21-11-6203	70.00
00116	0		0544	12-May-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	84.86
00093	0		6206	13-Apr-11	SOUTHWEST FAMILY TESTING	PSYCHOLOGICAL EVALUATION	01-21-11-6203	395.00
00093	0		6204	13-Apr-11	SOUTHWEST FAMILY TESTING	PSYCHOLOGICAL EVALUATION	01-21-11-6203	395.00
00365	0		050211	02-May-11	ASSOCIATION	5 SEATS TO PRAYER BREAKFAST	01-21-11-6264	80.00
00965	0		363957	10-May-11	VIP DISTRIBUTING COMPANY	WINDOW TINT-CHIEF'S CAR	01-21-11-6210	175.00
00178	0	P001012	198165	15-Apr-11	WARNER COMMUNICATIONS CORP.	4 EA RADIO MAINT FOR BASE AND	01-21-11-6211	456.33
Sum of Invoices								5,353.03



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0508201	30-Apr-11	AT&T	CELL PHONES FOR INVESTIGATIONS	01-21-21-6253	185.27
Sum of Invoices								185.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0508201	30-Apr-11	AT&T	CELL PHONES FOR PATROL DIVISION	01-21-22-6253	302.77
00080	0		1545147	06-May-11	DIERBERGS	(1) ROLL MASKING TAPE	01-21-22-7313	3.99
00234	1		345447	05-Apr-11	ED ROEHR SAFETY PRODUCTS	SPARE WEB GEAR	01-21-22-7308	170.02
00234	1		346581	26-Apr-11	ED ROEHR SAFETY PRODUCTS	BODY ARMOR FOR JEFF HARTMAN	01-21-22-9503	635.00
00096	0		114862	07-May-11	EVS	CAR 6 REPLACE LIGHTBAR BULB	01-21-22-6210	34.20
01326	0		5377	27-Apr-11	FIREPRO LLC	ANNUAL CERT. OF CAR FIRE EXTS.	01-21-22-7301	156.50
00094	1		136748	10-May-11	FIRESTONE	CAR 2408 DIAGNOSE PROBLEM	01-21-22-6210	89.99
00094	1		136635	03-May-11	FIRESTONE	CAR 2417 3000 MILE SVS/TIRE RE	01-21-22-6210	59.97
00094	1		136520	03-May-11	FIRESTONE	FLAT TIRE REPAIR	01-21-22-6210	33.98
00094	1		136617	10-May-11	FIRESTONE	3000 MILE SERVICE	01-21-22-6210	57.88
00094	1		136866	11-May-11	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	(24.90)
00094	1		136659	05-May-11	FIRESTONE	CAR 2419 3000 MILE + TIRE CHNG	01-21-22-6210	32.48
00147	1		331122	25-Apr-11	INTOXIMETERS, INC.	416 INTOXILIZER MOUTHPIECES	01-21-22-6211	99.84
00147	1		331123	25-Apr-11	INTOXIMETERS, INC.	200 PBT MOUTHPIECES	01-21-22-6211	150.00
00543	0		051711	17-May-11	MCINTOSH, JON	REIMB-MO CRIME PREV SPRING CON	01-21-22-6265	387.49
00970	0		1852-255976	29-Apr-11	O'REILLY AUTO PARTS	8 GALLONS WINDSHIELD FLUID	01-21-22-6210	20.00
01028	0		00209206	29-Apr-11	ORION THE FLARE EXPERTS	2 CASES (36 EA) RDSIDE FLARES	01-21-22-7302	168.78
00116	0		5509	12-May-11	SAM'S CLUB	CREVE COEUR DAYS REFRESHMENTS	01-21-22-7314	108.66
Sum of Invoices								2,486.65



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988	01-May-11	AT&T	CELL PHONE APRIL 2011	01-31-11-6253	263.71
01503	0		6205	04-May-11	PROFESSIONAL ENVIRONMENTAL ENGINEERS, INC.	ASBESTOS CHECK IN BOILER ROOM	01-31-11-6203	100.00
00126	0		INV0174181	15-Apr-11	ROTOLITE	TONER CARTRIDGES FOR PLOTTER	01-31-11-6213	134.90
01048	1		2558724309	13-Apr-11	VERIZON WIRELESS	AIR CARD	01-31-11-6253	43.01
<i>Sum of Invoices</i>								<i>541.62</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111862141	30-Apr-11	AIRGAS MID AMERICA	WELDING GAS/TANKS	01-31-41-7307	43.65
00114	15		3149891849 5/11	19-Apr-11	AT&T	IRRIGATION SENSOR-OLIVE/I270	01-31-41-6253	90.20
00114	15		3143178753 5/11	19-Apr-11	AT&T	IRRIGATION SENSOR-ST. MONICA'S	01-31-41-6253	34.90
00114	15		3149941534 5/11	27-Apr-11	AT&T	IRRIGATION SENSOR 12015 OLIVE	01-31-41-6253	34.89
00114	11		5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-31-41-6253	132.79
00010	0		883808	22-Apr-11	BRANNEKY HARDWARE	SIGNS	01-31-41-7311	2.98
00010	0		884215	27-Apr-11	BRANNEKY HARDWARE	EXTENSION CORD REEL-TRK 103	01-31-41-6210	39.99
00010	0		884356	03-May-11	BRANNEKY HARDWARE	TARPS, SAFETY LATCHES-LEAF VAC	01-31-41-6212	86.81
00010	0		884356	03-May-11	BRANNEKY HARDWARE	CLEANING SUPPLIES	01-31-41-7301	3.00
00010	0		884370	04-May-11	BRANNEKY HARDWARE	BATTERIES	01-31-41-7304	23.98
00010	0		884370	04-May-11	BRANNEKY HARDWARE	EAR MUFFS FOR CHIPPING CREW	01-31-41-7308	33.48
00010	0		884796	11-May-11	BRANNEKY HARDWARE	ITEMS FOR SHELF IN WASH BAY	01-31-41-6212	19.49
00010	0		885004	12-May-11	BRANNEKY HARDWARE	CLEANER FOR WASH BAY FLOOR	01-31-41-7301	9.99
00013	0		1763-171374	29-Apr-11	CARQUEST	LAMP LENS FOR TRUCKS	01-31-41-6210	30.00
00013	0		1763-171466	30-Apr-11	CARQUEST	CREDIT MEMO	01-31-41-6210	(21.41)
00013	0		1763-171700	04-May-11	CARQUEST	SPARK PLUGS, IGNITI. WIRE SET	01-31-41-6210	131.07
00013	0		1763-172002	09-May-11	CARQUEST	BRAKE PADS-TRUCK #206	01-31-41-6210	97.37
00013	0		1763-171969	09-May-11	CARQUEST	BREAK PADS-TRUCK #206	01-31-41-6210	100.52
00099	0		1237082	30-Apr-11	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	60.90
00394	0		11-1348	30-Apr-11	CHUCK'S BOOTS	WORK BOOTS-NEW HIRE	01-31-41-7308	119.99
00015	1		452748002	20-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/20/11)	01-31-41-7308	129.88
00015	1		452751068	27-Apr-11	CINTAS CORP. #452	SAFETY MATS (4/27/11)	01-31-41-6212	36.46
00015	1		452751068	27-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (4/27/11)	01-31-41-7301	18.53
00015	1		452751069	27-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/27/11)	01-31-41-7308	40.78
00015	1		452751070	27-Apr-11	CINTAS CORP. #452	GREY HOODIE	01-31-41-7308	41.94
00015	1		452754241	04-May-11	CINTAS CORP. #452	SAFETY MATS (5/4/11)	01-31-41-6212	36.46
00015	1		452754241	04-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (5/4/11)	01-31-41-7301	18.53
00015	1		452754243	04-May-11	CINTAS CORP. #452	GREY HOODIE	01-31-41-7308	39.94
00015	1		452757338	11-May-11	CINTAS CORP. #452	SAFETY MATS (5/11/11)	01-31-41-6212	36.46
00015	1		452757338	11-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (5/11/11)	01-31-41-7301	18.53
00015	1		452757339	11-May-11	CINTAS CORP. #452	UNIFORM RENTAL (5/11/11)	01-31-41-7308	60.91
01132	0		R13902	04-May-11	CMW EQUIPMENT	ROLLER RENTAL-ASPHALT PATCHING	01-31-41-6266	175.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00141	0		114427	29-Apr-11	ELECTRO BATTERY	CREDIT-JUNK BATTERY	01-31-41-6210	(5.00)
00141	0		114426	29-Apr-11	ELECTRO BATTERY	BATTERY-SMALL WATER TANK	01-31-41-7304	37.67
00141	0		114686	05-May-11	ELECTRO BATTERY	CREDIT-JUNK BATTERY	01-31-41-6210	(10.00)
00141	0		114685	05-May-11	ELECTRO BATTERY	BATTERY FOR TRUCK #203	01-31-41-6210	87.31
00127	0		742559	04-May-11	ERB EQUIPMENT COMPANY	HAMMER RENTAL FOR BACKHOE	01-31-41-6211	1,180.00
01480	1		2110255135	30-Apr-11	IESI MO - CHAMP LANDFILL LLC	LANDFILL FEES	01-31-41-7305	3,064.56
00105	2		0347-000133986	30-Apr-11	JOHNNY ON THE SPOT #347	RENTAL UNITS FOR LEAF SITES	01-31-41-6266	163.00
00209	0		126612/1	10-May-11	KIRKWOOD MATERIAL SUPPLY	3 YD COARSE MULCH	01-31-41-6212	65.25
00209	0		126572/1	10-May-11	KIRKWOOD MATERIAL SUPPLY	3 YD COARSE MULCH	01-31-41-6212	65.25
00103	0		435952	04-May-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-41-7301	47.50
01095	1		517725	29-Apr-11	NAPA AUTO PARTS	SOCKET TOOL	01-31-41-7302	15.49
00110	0		307677	28-Apr-11	RICMAR INDUSTRIES	DISINFECTANT-SEWER PIPES SHOP	01-31-41-7301	60.26
01489	0		KA908	22-Apr-11	SUPERCO SPECIALTY PRODUCTS	DURA-LUBE FOR SALT SPREADERS	01-31-41-7310	185.06
00270	1		45948-00	05-May-11	TERMINAL SUPPLY CO.	20 AMP FUSES FOR ROLLER	01-31-41-6211	16.56
00492	0	P001195	126366	28-Apr-11	TOMASOVIC GREENHOUSE & NURSERY INC	PERENNIAL PLANTS FOR WEST OLIVE	01-31-41-7303	2,061.00
00492	0	P001195	126366	28-Apr-11	TOMASOVIC GREENHOUSE & NURSERY INC	SPRING ANNUALS FOR OLIVE/270	01-31-41-7303	2,419.00
00492	0	P001195	126541	29-Apr-11	TOMASOVIC GREENHOUSE & NURSERY INC	SPRING ANNUALS FOR OLIVE/270	01-31-41-7303	2,205.00
00492	0	P001195	126904	04-May-11	TOMASOVIC GREENHOUSE & NURSERY INC	POTTING SOIL-OLIVE/1270 BSKTS	01-31-41-7303	26.00
00104	0		P27450	06-May-11	VERMEER	HITCH PIN FOR CHIPPER #98	01-31-41-6211	20.52
Sum of Invoices								13,432.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-31-42-6253	32.52
Sum of Invoices								32.52



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		GF 5/11	01-May-11	AT&T	CELL PHONE APRIL 2011	01-31-43-6253	36.71
00010	0		883808	22-Apr-11	BRANNEKY HARDWARE	ANCHORS TO USE AT MILL PARK	01-31-43-6212	14.76
00010	0		884356	03-May-11	BRANNEKY HARDWARE	CLEANING SUPPLIES	01-31-43-7301	2.99
00015	1		452751068	27-Apr-11	CINTAS CORP. #452	CLEANING SUPPLIES (4/27/11)	01-31-43-7301	18.53
00015	1		452757338	11-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (5/11/11)	01-31-43-7301	18.53
00015	1		452754241	04-May-11	CINTAS CORP. #452	CLEANING SUPPLIES (5/4/11)	01-31-43-7307	18.53
00015	1		452748002	20-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/20/11)	01-31-43-7308	129.88
00015	1		452751069	27-Apr-11	CINTAS CORP. #452	UNIFORM RENTAL (4/27/11)	01-31-43-7308	40.78
00015	1		452757339	11-May-11	CINTAS CORP. #452	UNIFORM RENTAL (5/11/11)	01-31-43-7308	60.91
00081	1		9526099149	02-May-11	GRAINGER	PUMP COUPLER FOR WATER TANK	01-31-43-6211	12.06
00081	1		9526099131	02-May-11	GRAINGER	PUMP HEAD FOR WATER TANK	01-31-43-6211	225.68
00209	0		125851/1	30-Apr-11	KIRKWOOD MATERIAL SUPPLY	COMPOST FOR W. OLIVE MEDIANS	01-31-43-7303	75.80
00103	0		435952	04-May-11	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-43-7301	47.50
00040	0		756600	03-May-11	MILBRADT	PARTS FOR WATER PUMP	01-31-43-6211	84.92
00042	1		163369	06-May-11	MPR SUPPLY	IRRIGATION REPAIR PARTS	01-31-43-6211	83.30
00042	1		62912	29-Apr-11	MPR SUPPLY	IRRIGATION REPAIR PARTS	01-31-43-6211	95.56
00110	0		307676	28-Apr-11	RICMAR INDUSTRIES	PAPER PRODUCTS FOR PARK RESTRM	01-31-43-6212	243.94
00110	0		307677	28-Apr-11	RICMAR INDUSTRIES	DISINFECTANT-SEWER PIPES SHOP	01-31-43-7301	60.25
00547	0	P001196	222762	04-May-11	ST LOUIS BACKFLOW SERVICES	REPLACE DAMAGED VALVE-12528 OL	01-31-43-6212	522.00
01483	0	P001183	600-0	01-May-11	TURFGRASS PROFESSIONALS	PARKS MOWING APRIL 2011	01-31-43-6212	2,212.00
Sum of Invoices								4,004.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988	01-May-11	AT&T	CELL PHONE APRIL 2011	01-32-11-6253	169.35
00756	0		051711	17-May-11	LANGDON, PAUL	REIMB FOR APA CONF APRIL 2011	01-32-11-6265	195.00
00213	0		040611-1	06-Apr-11	MCLAUGHLIN COURT REPORTING SERVICES	CRT REPORTER-P&Z MEETING 4/4	01-32-11-6202	235.00
00303	1		10282394	27-Apr-11	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-1ST COMM CREDIT	01-32-11-6260	37.12
00303	1		10282401	27-Apr-11	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-WATERWAY WASH	01-32-11-6260	37.12
00126	0		INV0174181	15-Apr-11	ROTOLITE	TONER CARTRIDGES FOR PLOTTER	01-32-11-6213	134.90
01003	0		050511	05-May-11	SEIFRIED, GEORGE	MILEAGE REIMB-4/12 TO 5/4/11	01-32-11-7307	77.01
01003	0		043011	11-Apr-11	SEIFRIED, GEORGE	MILEAGE REIMB-MAR/APRIL 2011	01-32-11-7307	73.95
Sum of Invoices								959.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00126	0		INV0174181	15-Apr-11	ROTOLITE	TONER CARTRIDGES FOR PLOTTER	01-32-61-6213	134.90
Sum of Invoices								134.90



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

5/18/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00253	1		5/11	16-May-11	FIRST BANK	DEBT PAYMENT-MILLENNIUM PK BOND	02-61-71-9514-05301	105,634.38	
00023	1		172522	05-May-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	236.00	
00023	1		172449	04-May-11	FRED WEBER, INC	ASPHALT FOR MICRO PREP	02-61-71-9510-11606	354.00	
00606	0	P000536	39974	04-May-11	HORNER & SHIFRIN INC	DESIGN SVCS-BALLAS/LADUE SIDEW	02-61-71-9512-07706	756.00	
Sum of Invoices									106,980.38
GRAND TOTAL OF ALL INVOICES									200,843.68

BILL NO. 5309

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND THE MONARCH FIRE PROTECTION DISTRICT TO PROVIDE RESIDENTIAL BUILDING CODE ENFORCEMENT SERVICES FOR THE FIRE DISTRICT.

WHEREAS, the City Council passed Ordinance No. 4082 regarding building code enforcement for one- and two-family dwellings and multiple single-family dwellings; and

WHEREAS, the Monarch Fire Protection District passed Ordinance No. 31 regarding building code enforcement for one- and two-family dwellings and multiple single-family dwellings; and

WHEREAS, the Monarch Fire Protection District passed Resolution No. 2010-008 which authorizes the City to perform residential plan review and fire and life safety inspections for an indefinite period of time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

Section 1: The City Administrator is hereby authorized to execute on behalf of the City of Creve Coeur, an Agreement with the Monarch Fire Protection District for Residential Building Code Enforcement Services commencing promptly after the effective date of this Ordinance and shall continue from year to year, providing, however, that either party may terminate said Agreement at any time by giving the other party ninety (90) days prior written notice.

Section 2: The City shall collect and retain all fees paid to the City in accordance with appropriate City Ordinances as payment for services rendered pursuant to this Agreement.

Section 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS 23 DAY OF May, 2011

Tara Nealey
City Council

APPROVED THIS 23 DAY OF May, 2011

Harold L. Dielmann
Mayor

ATTEST:

Deborah Ryan, City Clerk

MONARCH FIRE PROTECTION DISTRICT

13725 Olive Boulevard
Chesterfield, Missouri 63017-2601

(314) 514-0900

Fax (314) 514-0696

BOARD OF DIRECTORS

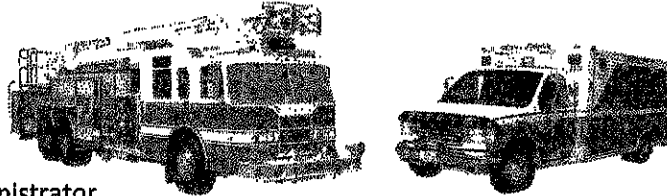
Richard Gans, *President*

Robin L. Harris, *Secretary*

Kim Evans, *Treasurer*

April 15, 2011

Mark Perkins, City Administrator
City of Creve Coeur
300 North New Ballas Rd.
Creve Coeur, MO 63141



FIRE CHIEF

Clifford (Chip) Biele

Serving the
Communities of

Ballwin
Chesterfield
Clarkson Valley
Creve Coeur
Maryland Heights
St. Louis County
Wildwood

RE: Residential Inspections

Dear Mr. Perkins:

The Board of Directors of the Monarch Fire Protection District has determined that St. Louis County and municipal residential plan review and inspections overlap with those services performed by the Monarch Fire Protection district Fire Prevention Bureau.

The Board of Directors has further determined that eliminating the overlapping residential plan review and inspections will allow us to reallocate resources to better serve the District's citizens without sacrificing safety.

In order to continue the same level of code enforcement, thus not sacrificing safety, we are asking that the county and municipalities conduct plan review and inspections to at least the same standard that the Monarch Fire Prevention Bureau has up to now. This is why we are asking you to use our ordinance to enforce those items which we feel are important to the safety of our residents.

I understand that this may be somewhat inconsistent with what the City of Creve Coeur enforces in areas outside of our jurisdiction, but we are currently enforcing these items. We feel that losing the enforcement of these items will reduce the level of safety our residents now enjoy.

I understand that one of your concerns is that our follow-up inspections may undermine your code enforcement process. The purpose of any follow-up inspections will be only to monitor that items covered by our ordinance are being enforced by your personnel. If we do find discrepancies, we will work exclusively and discretely with your code enforcement personnel to rectify any problems. However, the final authority will rest with your personnel.

I hope this helps in making your decision to take over residential code enforcement in the Monarch Fire Prevention Bureau areas of your city.

Sincerely,

A handwritten signature in cursive script, appearing to read "Clifford Biele".

Clifford L. Biele
Fire Chief

(Exhibit B)

AGREEMENT FOR
RESIDENTIAL BUILDING CODE ENFORCEMENT SERVICES

This agreement made and entered into this ____ day of _____, 2011, by and between the City of Creve Coeur, a municipal corporation of the State of Missouri, hereinafter referred to as "Creve Coeur," and the Monarch Fire Protection District, hereinafter referred to as "Fire District."

WHEREAS, Creve Coeur has passed Ordinance No. 4082, which amended and adopted the International Residential Building Code, 2003 edition, as the City's Building Code for regulating construction relating to one- and two-family dwelling units and multiple single-family dwelling units; and

WHEREAS, Fire District has passed Ordinance No. 31, which amended and adopted the International Residential Building Code, 2003 edition, as the Fire District's Building Code for regulating construction relating to one- and two-family dwelling units and multiple single-family dwelling units; and

WHEREAS, Fire District Ordinance No. ____ authorizes the Fire District to enter into this Agreement for enforcement by Creve Coeur of Ordinance No. 31; and

WHEREAS, Creve Coeur Ordinance No. ____ authorizes the City Administrator to enter into this Agreement with Fire District for Creve Coeur to provide such enforcement services;

NOW, therefore, for and in consideration of the premises, and the mutual promises, covenants, and obligations hereinafter stated, Creve Coeur and Fire District mutually agree as follows, to-wit:

ARTICLE I
SCOPE OF SERVICES

1.1 SCOPE OF SERVICES. Creve Coeur shall provide Fire District with code enforcement services, through its Building Division, including administration, application processing, plan review, permit issuance, and inspection code enforcement, in the manner prescribed in the applicable code chapters as follows:

- a) The International Residential Code, 2003 edition, as amended and adopted by the Creve Coeur's Ordinance No. 4082; and
- b) Those additional amendments contained in Fire District's Ordinance No. 31 that amended the International Residential Code, 2003 edition, as follows:

- Door between house and garage shall be a 20 minute fire rated door.
- Thermo-Pan Panels are prohibited where panned floor joists communicate with stud space above.

ARTICLE II TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. This Agreement shall commence on_____, 2011, and shall continue in effect from year to year unless terminated as provided in ARTICLE VIII herein.

ARTICLE III PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS

3.1 PERMITS. Creve Coeur, through the Building Division, shall issue all permits required by Ordinance No. 4082 and Ordinance No. 31.

3.2 INSPECTIONS. Creve Coeur, through the Building Division, shall perform all required inspections.

3.3 APPROVAL OF PLANS. Creve Coeur, through the Building Division, shall examine all plans to determine their compliance with Ordinance No. 4082 and Ordinance No. 31.

ARTICLE IV FIRE DISTRICT AMENDMENTS

4.1 FIRE DISTRICT AMENDMENTS. If Fire District adopts all or part of the International Residential Code or amends Ordinance No. 31 after the date of this Agreement, Fire District shall immediately notify Creve Coeur in writing of such action. Creve Coeur, through its Chief Building Official, is authorized to accept non-substantive amendments. If the Chief Building Official does not accept such amendments within thirty (30) days of Fire District's notice, Creve Coeur will not provide any code enforcement services with respect to those amendments.

ARTICLE V REGULATORY ORDINANCES

5.1 REGULATORY ORDINANCES. Fire District shall approve all plans for compliance with zoning or other regulatory ordinances prior to submission to the Building Division.

ARTICLE VI ENFORCEMENT OF FIRE DISTRICT ORDINANCES

6.1 ENFORCEMENT. Fire District may refer for prosecution in St. Louis County Circuit Court, violations of the provisions of Ordinance 31.

ARTICLE VII
FEES

7.1 FEES. All fees paid to Creve Coeur in accordance with appropriate Creve Coeur Ordinances shall be collected and retained by Creve Coeur as payment for services rendered pursuant to this Agreement.

ARTICLE VIII
TERMINATION

8.1 TERMINATION FOR CONVENIENCE. Either Creve Coeur or Fire District may terminate this Agreement at any time by giving Ninety (90) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year as written above.

MONARCH FIRE PROTECTION DISTRICT

PRESIDENT, BOARD OF DIRECTORS

Attest: _____

(SEAL)

CITY OF CREVE COEUR, MISSOURI

By _____
MARK PERKINS, CITY ADMINISTRATOR

ATTEST:

DEBORAH RYAN
CITY CLERK, CITY OF CREVE COEUR

APPROVED AS TO LEGAL FORM:

CITY ATTORNEY, CITY OF CREVE COEUR

**CITY OF CREVE COEUR
Department of Community Development
BUILDING DIVISION**

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: April 29, 2011

RE: Proposed Agreement to Provide Residential Building Code Enforcement for the Monarch Fire Protection District.

On May 1, 2006, the Creve Coeur Fire Protection District completely withdrew from providing building code enforcement for construction related to one- and two-family dwellings and multiple single-family dwellings. At that time, the CCFPD's Board of Directors decided that there was an unnecessary duplication of residential code enforcement services being provided by the fire district and the city that could be consolidated.

There was no increase in workload to the building division as a result of this action.

Effective in June 2011, the Monarch Fire Protection District will be partially withdrawing from providing building code enforcement for construction related to one- and two-family dwellings and multiple single-family dwellings. At their December 17, 2010 board meeting, MFPD's Board of Directors also decided that there was an unnecessary duplication of residential code enforcement services being provided by the fire district and the city that could be consolidated. (See Exhibit A)

However, MFPD's withdrawal from providing residential code enforcement services for St. Louis County, Maryland Heights, Clarkson

Valley and Creve Coeur residents living within the boundaries of the Monarch Fire Protection District is not as complete as the withdrawal by the Creve Coeur Fire Protection District.

The MFPD's Board of Directors wishes to contract with St. Louis County, Maryland Heights, Clarkson Valley and the City of Creve Coeur to enforce MFPD's Ordinance No. 31 within each of the respective jurisdictions that comprise the Monarch Fire Protection District. (See Exhibits B and C) Ordinance No. 31 is MFPD's ordinance that amended and adopted the International Residential Code, 2003 edition.

The City of Creve Coeur amended and adopted the International Residential Code, 2003 edition when it passed Ordinance No. 4082.

The only substantive building code differences between Ordinance No. 31 (MFPD) and Ordinance No. 4082 (City of Creve Coeur) are as follows:

- Ord. No. 31 requires the door between a house and a garage to be a 20 minute fire door assembly.
Ord. No. 4082 requires the door between a house and a garage to be a solid wood door not less than 1 3/8 inches in thickness, a solid or honeycomb core steel door not less than 1 3/8 inches in thickness OR a 20 minute fire door assembly.
- Ord. No. 31 prohibits Thermo-Pan Panels for 'panning' floor joists (for return air) that communicate with stud spaces above.
Ord. No 4082 does not have this prohibition.

Because of these minor differences, there will be no noticeable increase in workload to the building division if the city agrees to enforce Ordinance No. 31 for the MFPD where one- and two-family dwellings and multiple single-family dwellings are both in the MFPD and in the City of Creve Coeur.

If it is decided that the City will not engage in this Agreement, then St. Louis County's Department of Public Works will be engaged by the MFPD to provide residential building code plan review, permit issuance and field inspection services (per Ordinance No. 31) for Creve Coeur residents who also live in the MFPD.

The Chief Building Official recommends that this Agreement be approved:

- Since the City's Building Division is already providing similar code enforcement services within the Creve Coeur Fire Protection District.
- So that building code enforcement will remain consistent city-wide.
- So that timely and efficient plan review, permit issuance and field inspection services can be maintained for all residents.

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING MISCELLANEOUS SECTIONS OF THE MANUAL AND MAKING OTHER TECHNICAL CORRECTIONS THERETO.

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual as adopted by Resolution 398 and Ordinances 1412 and 1475, as amended, and

WHEREAS, the City has determined that its personnel policies and procedures should be updated, clarified, and improved, and

WHEREAS, certain other provisions in the Personnel Policy and Procedure Manual require clarification or change in order to ensure effective personnel administration, and policy,

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The Personnel Procedures Manual, adopted by Resolution 398 and Ordinances 1412 and 1457, as amended, is hereby further amended by replacing the existing Personnel Policies and Procedures Manual in its entirety with the revised Personnel Policies and Procedures Manual contained in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2: Amendments in Section 10.5 pertaining to holiday bonus pay for police captains and lieutenants shall not become effective until November 15, 2011. Police captains and lieutenants shall receive holiday bonus pay for all City holidays through November 15, 2011 provided the eligibility requirements set forth in Section 10.5 for other police officers are satisfied.

SECTION 3: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

Passed this 23rd day of May, 2011.

Tara Nealey,
President Council

Approved this 23rd day of May, 2011.

Harold L. Dielmann,
Mayor

Attest:

Deborah Ryan
City Clerk



INTEROFFICE MEMORANDUM

Date: May 9, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Personnel Policy Revision

The City's personnel manual is periodically amended for updates and clarifications. The most recent amendments were adopted in November, 2009. Newly proposed changes to the manual are summarized below and are shown as redlined changes in the personnel manual attached hereto for the City Council's consideration.

Section 8.5 – Overtime

It is proposed to amend the overtime policy by clarifying that the Fair Labor Standards Act's recreational exemption (29 U.S.C. § 213(a)(3)(A)-(B)) applies to FLSA non-exempt golf course employees when during the preceding calendar year, average receipts at the golf course for any 6 months of the year are not more than 33 1/3 percent of its average receipts for the other 6 months of the year. The recreational exemption allows an employer to pay qualifying employees at straight time up to 52 hours per week.

Section 8.9 – Positions Exempt from Overtime

It is proposed to amend the list of positions in the City that are exempt from overtime pay by updating position titles and adding the recently created positions of City Engineer (replaced the "Assistant Director of Public Works" position) and Administrative Sergeant (replaced a lieutenant position and a captain position) to the list of exempt positions based on duties and responsibilities of these positions being managerial, administrative, and/or professional in nature.

Section 11.10 3(c) – Military Leave

Section 11.10 3(c) authorizes certain employees who are called to active military duty to continue to receive their City benefits and to receive differential pay (calculated as difference between the employee's gross City pay and total military pay including allowances) if the employee's total military pay is less than that of his gross City pay.

It is proposed to amend this section by clarifying that if an employee would otherwise be eligible for military differential pay but is not eligible due to the amount of his military pay exceeding the amount of his City pay, such employee would still be eligible to continue to receive City benefits.

Section 15.10 – Medical Benefit Reimbursement

The City currently reimburses employees for a small portion (maximum of \$600 per year per employee) of the cost of medical insurance if the employee elects not to carry himself or his eligible dependents on the City's plan. This policy is currently not included in the personnel manual.

It is proposed to include this policy in the personnel manual under the new section: 15.10. It is also proposed that the policy be clarified that if the employee and his spouse are both

employees of the City, neither person is eligible for the benefit as the purpose of the policy is to reduce expenditures to the City by providing an incentive to employees to not enroll in the City's plan when other coverage is available.

Section 10.5 – Holiday Bonus Pay.

Police officers (patrol officers to captains) are not eligible for the 10.5 holidays of paid time off that other City employees receive. Police officers are scheduled to work regular shifts year round and regardless of whether or not shifts fall on a City holiday. Accordingly, police officers (patrol officers to captains) receive 10.5 days of holiday bonus pay at the end of each year (equivalent to 10.5 days of straight-time pay).

Providing holiday bonus pay to police officers is a common practice among cities. However, as indicated in the table below, most cities only provide holiday bonus pay to police officers and watch commanders (sergeants). Creve Coeur is one of three departments that provide holiday bonus pay to commanders.

Cities that Provide Holiday Bonus Pay

City	Police Officer (patrol officer, detective, etc.)	Watch Commanders (sergeants)	Commanders (lieutenants & captains)
Chesterfield	Yes	Yes	No
Ballwin	No	No	No
Clayton	No	No	No
Creve Coeur	Yes	Yes	Yes
Ellisville	Yes	Yes	No
Ferguson	Yes	Yes	No
Florissant	Yes	Yes	Yes
Frontenac	Yes	No	No
Maplewood	Yes	Yes	Yes
Maryland Heights	No	No	No
Olivette	Yes	Yes	No
St. John	No	No	No
Town & Country	Yes	Yes	No
University City	No	No	No

Patrol officer and sergeant watch commander shifts are staffed 365 days per year to provide an appropriate level of police protection and responsiveness. Police commanders (captains and lieutenants) are not required to work on City holidays and are rarely called in. As such, captains and lieutenants typically use their paid vacation time on most City holidays in order to take the holidays off.

It is recommended that the City's policy be amended to make captains and lieutenants eligible for paid holidays off on all of the City's 10.5 holidays. Accordingly, captains and lieutenants would no longer be eligible for 10.5 days of holiday bonus pay.

A majority of the City's existing command staff is expected to retire over the coming year. Making this policy change now will help minimize disruptions and set clear expectations on this policy from the beginning for the newly promoted command staff.

Additionally, police holiday pay is paid out in lump sum on November 15 each year for all 10.5 holidays of the preceding 12 months. It is recommended that the proposed amendments to Section 10.5 become effective on November 15, 2011 (the end of the current cycle).

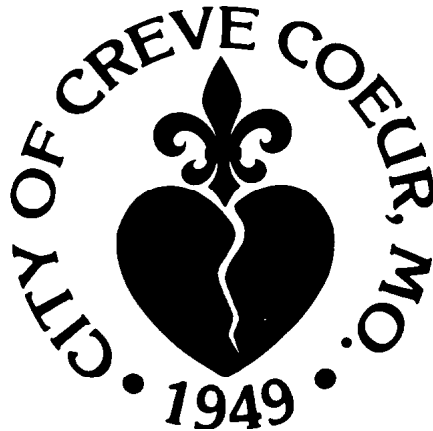
I would be happy to provide additional information or answer any questions you may have.

Enclosures:

- Ordinance to adopt proposed changes to the personnel manual
- Redlined Personnel Policy and Procedures Manual

CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL



Adopted ~~November 23, 2009~~ May 23, 2011

ORDINANCE #5116

**Mark C. Perkins
City Administrator**

**CITY OF CREVE COEUR, MISSOURI
PERSONNEL POLICY AND PROCEDURES MANUAL**

TABLE OF CONTENTS

INTRODUCTION.....	7
SECTION 1 PURPOSE.....	7
SECTION 2 DEFINITIONS.....	9
SECTION 3 ADMINISTRATION OF RULES.....	11
3.1 RESPONSIBILITY FOR ADMINISTRATION.....	11
3.2 DEPARTMENTAL RULES AND PROCEDURES.....	11
3.3 PERSONNEL APPEALS COMMITTEE.....	11
3.4 APPLICABILITY.....	11
3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS.....	11
3.6 APPOINTING AUTHORITY.....	12
3.7 MANAGEMENT RIGHTS.....	12
3.8 ADMINISTRATIVE RULES AND PROCEDURES.....	12
3.9 REFERENCE TO GENDER.....	13
SECTION 4 CLASSIFICATION PLAN.....	14
4.1 CLASSIFICATION OF POSITIONS.....	14
4.2 JOB EVALUATION.....	14
4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS	14
4.4 RECLASSIFICATION	14
4.5 MAINTENANCE OF THE PLAN	15
SECTION 5 PAY PLAN	16
5.1 ESTABLISHMENT OF THE PLAN	16
5.2 ADMINISTRATION OF THE PAY PLAN	16
5.3 NEW EMPLOYEE PLACEMENT	16
5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS.....	17
5.5 MERIT INCREASES	17
5.6 FREQUENCY OF MERIT INCREASE	18
5.7 LONGEVITY PAY	18
5.8 PERFORMANCE MANAGEMENT	18

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT.....	20
6.1 MERIT PHILOSOPHY	20
6.2 EQUAL OPPORTUNITY	20
6.3 NEPOTISM [ORD. NO. 1600]	20
6.4 RESIDENCY REQUIREMENTS	21
SECTION 7 APPOINTMENTS AND VACANCIES	22
7.1 FILLING OF POSITIONS	22
7.2 EMERGENCY APPOINTMENTS	22
7.3 PUBLICITY	22
7.4 APPLICANT SCREENING PROCESS	23
7.5 INTERDEPARTMENTAL TRANSFERS.....	23
7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE	23
7.7 LAID OFF/DEMOTED EMPLOYEES.....	24
7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS.....	24
7.9 PROMOTIONS.....	24
7.10 GENERAL EXAMINATION PROVISIONS.....	24
7.11 PROBATIONARY PERIOD	25
7.12 TERMINATION DURING PROBATION	26
SECTION 8 HOURS OF WORK AND ATTENDANCE.....	27
8.1 HOURS OF WORK.....	27
8.2 SCHEDULING HOURS OF WORK	27
8.3 ATTENDANCE	27
8.4 ABSENCE WITHOUT LEAVE	27
8.5 OVERTIME	27
8.6 BOARDS AND COMMISSION MEETINGS	29
8.7 PUNCTUALITY AND REGULAR ATTENDANCE	29
8.8 PREMIUM PAY	29
8.9 POSITIONS EXEMPT FROM OVERTIME	30
SECTION 9 SEPARATION FROM EMPLOYMENT.....	31
9.1 TERMINATION DATE	31
9.2 RESIGNATION	31
9.3 DISABILITY	31
9.4 TERMINATION	32
9.5 RETURN OF CITY PROPERTY	32
9.6 REPAYMENT OF EDUCATIONAL BENEFITS	32
9.7 LAYOFF/REDUCTION OF WORK	32
9.8 ORDER OF LAYOFF AND RECALL	32

9.9 DEATH OF AN EMPLOYEE	33
SECTION 10 HOLIDAYS	34
10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN POLICE	34
10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY.....	34
10.3 HOLIDAY ON A SCHEDULED WORK DAY.....	34
10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS AND <u>DISPATCHERS</u>	34
10.5 HOLIDAY BONUS PAY <u>AND OVERTIME</u>	35
10.6 PERSONAL HOLIDAY	35
SECTION 11 LEAVE SYSTEM.....	36
11.1 POLICY AND DEFINITIONS	36
1. POLICY.....	36
2. DEFINITIONS.....	36
11.2 ELIGIBILITY FOR LEAVE	37
11.3 VACATION	38
1. POLICY.....	38
2. VACATION ADMINISTRATION.....	38
3. ELIGIBILITY FOR VACATION.....	39
4. PAY-IN-LIEU-OF-VACATION.....	39
11.4 SICK LEAVE AND MEDICAL LEAVE.....	40
1. POLICY.....	40
2. SICK LEAVE ADMINISTRATION	41
3. SICK LEAVE ADVANCED.....	41
4. CHARGING OF SICK LEAVE.....	41
5. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL	42
6. MEDICAL CERTIFICATE REQUIRED	42
7. SECOND AND THIRD OPINION OF CONDITION.....	42
8. SICK LEAVE ABSENCE REPORTS REQUIRED	42
9. FALSE CLAIMS.....	42
10. LEAVE WITHOUT JUSTIFICATION.....	43
11. DONATION TO SICK LEAVE BANK.....	43
12. STATUS OF BENEFITS WHILE ON SICK LEAVE & MEDICAL LEAVE....	43
13. RETURN TO WORK.....	43
11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE.....	43
1. POLICY	43
2. COMPENSATION.....	44
3. DURATION OF LEAVE.....	44
4. EXTENSION OF OCCUPATIONAL INJURY PAY BEYOND INITIAL 90 DAY PERIOD.....	45
5. OPTIONS UPON EXPIRATION OF OCCUPATIONAL INJURY LEAVE.....	45
6. REINJURY OF THE EMPLOYEE.....	45

7. AUTHORIZATION TO RETURN TO WORK	46
11.6 RESTRICTED WORK.....	46
1. JOB-RELATED INJURY	46
2. NON-JOB-RELATED IN JURY.....	46
3. NO PHYSICAL RECREATIONAL ACTIVITIES.....	46
11.7 FAMILY LEAVE.....	46
1. POLICY.....	46
2. ELIGIBILITY.....	47
3. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL.....	47
4. STATUS OF BENEFITS WHILE ON FAMILY LEAVE.....	47
5. RETURN TO WORK.....	47
11.8 FUNERAL LEAVE.....	47
11.9 JURY LEAVE.....	48
11.10 MILITARY LEAVE.....	48
11.11 VOTING TIME.....	54
11.12 LEAVE OF ABSENCE.....	54
11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE.....	54
11.14 BENEFITS WHILE ON LEAVE.....	55
1. PAID LEAVE.....	55
2. UNPAID LEAVE EXCEEDING 16 CALENDAR DAYS.....	55
3. OCCUPATIONAL INJURY/ILLNESS LEAVE.....	55
4. FAMILY AND MEDICAL LEAVE.....	55
SECTION 12 COUNSELING AND DISCIPLINE.....	57
12.1 COMMUNICATION OF RULES.....	57
12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS	57
12.3 INVESTIGATION AND REPORT.....	58
12.4 GROUNDS FOR DISCIPLINARY ACTION.....	58
SECTION 13 PERSONNEL DISCIPLINARY APPEALS	59
13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR.....	59
13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS COMMITTEE.....	59
A. FORM OF REQUEST FOR AN APPEAL.....	59
B. RECEIPT OF REQUEST FOR AN APPEAL FROM EMPLOYEE ("APPELLANT").....	60
C. ASSIGNMENT OF LEGAL COUNSEL.....	60
13.3 PROCEDURAL REVIEW MEETING.....	60
13.4 HEARING.....	60
A. NOTIFICATION OF HEARING DATE	61
B. COMMITTEE HEARING PROCEDURE.....	61
C. PROCEDURES IN ACCORDANCE WITH CHAPTER 536 RSMO	62

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE.....	65
14.1 POLICY	65
14.2 DEFINITION.....	65
14.3 EXCLUSIONS	65
14.4 PROCEDURE TO RESOLVE COMPLAINTS.....	65
SECTION 15 FRINGE BENEFITS	67
15.1 GENERAL DESCRIPTION.....	67
15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION.....	67
15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT.....	67
A. FOR THE REGULAR, FULL-TIME EMPLOYEE WHO WORKS UNTIL NORMAL OR UNREDUCED EARLY RETIREMENT DATE.....	67
B. FOR A REGULAR, FULL-TIME EMPLOYEE, WHO SHALL WORK UNTIL EARLY RETIREMENT.....	68
C. ONE TIME RE-ENROLLMENT OPTION.....	69
D. MEDICARE.....	69
15.4 PROFESSIONAL DUES	70
15.5 TRAINING AND CONFERENCE ATTENDANCE	70
15.6 TUITION REIMBURSEMENT PROGRAM	70
15.7 UNIFORMS AND CLOTHING MAINTENANCE.....	71
15.8 SOCIAL SECURITY	71
15.9 USE OF AUTOMOBILES.....	71
SECTION 16 EMPLOYEE RELATIONS.....	72
16.1 EMPLOYEE SUGGESTIONS.....	72
16.2 EMPLOYEE APPEARANCE.....	72
16.3 OUTSIDE EMPLOYMENT	72
16.4 ETHICAL CONDUCT	72
16.5 SEXUAL HARASSMENT POLICY.....	73
1. DEFINITION.....	73
2. RESPONSIBILITY OF EMPLOYEE TO REPORT ACTIVITY.....	73
3. RESPONSIBILITIES OF SUPERVISORY PERSONNEL.....	74
4. INVESTIGATION.....	74
5. DISCIPLINARY ACTION.....	74
16.6 COMMUNITY RELATIONS.....	74
16.7 EMPLOYEE SAFETY	75
16.8 PERSONNEL RECORDS.....	76
16.9 PAYROLL DEDUCTIONS.....	76
16.10 REPORT CHANGE OF ADDRESS.....	76
SECTION 17 SUBSTANCE ABUSE POLICY.....	77
17.1 POLICY STATEMENT.....	77

17.2 LEGAL DRUGS (INCLUDING ALCOHOL).....	77
17.3 ILLEGAL DRUGS	78
17.4 PRE-EMPLOYMENT SCREENING.....	78
17.5 POST-EMPLOYMENT TESTING	78
17.6 REHABILITATION.....	79
17.7 TESTING PROCEDURES	81
17.8 VOLUNTARY DISCLOSURE	81
17.9 EDUCATION AND TRAINING.....	82
17.10 CONFIDENTIALITY OF RECORDS.....	82

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES..... 83

18.1 PURPOSE	83
18.2 APPLICABILITY.....	83
18.3 DEFINITIONS.....	83
18.4 POLICY ADMINISTRATOR	85
18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS.....	85
18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS.....	86
A. TESTING.....	86
B. FAILURE TO TEST.....	89
C. TESTING PROCEDURES AND RESULTS	89
18.7 EMPLOYMENT ASSESSMENT.....	90
18.8 REHABILITATION	90
18.9 EDUCATION AND TRAINING.....	90
18.10 CONFIDENTIALITY OF RECORDS.....	91
18.11 REFERENCE.....	91

SECTION 19 REPEAL AND AMENDMENT.....92

CITY OF CREVE COEUR, MISSOURI PERSONNEL POLICY AND PROCEDURES MANUAL

INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	n/a	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001
Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
<u>Ordinance</u>	<u>Section 8.5</u>	<u>Overtime</u>	<u>DATE</u>

	<u>Section 8.9</u>	<u>Overtime Exemptions</u>
	<u>Section 10</u>	<u>Holidays and Holiday Pay</u>
	<u>Section 11.10</u>	<u>Military Leave</u>
	<u>Section 15.10</u>	<u>Medical Benefit Reimbursement</u>

SECTION 2 DEFINITIONS

ACTING means serving temporarily in a position with all the authority, responsibility and duties of that position.

APPOINTMENT means the employment of an individual by the City Administrator.

CITY means the municipal corporation of Creve Coeur, Missouri.

COMMISSIONED EMPLOYEE (see sworn employee defined below).

COMPENSATION means either monetary payment or compensatory time in lieu thereof.

DEPARTMENT HEAD means the employee appointed to administer a Department of the City, including Administration, Finance, Police, , Building, Planning, Public Works, Recreation, and the City Clerk's Office.

EMPLOYEE means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees.

FULL-TIME EMPLOYEE means a person duly employed by the City in a position for which employment with the City is at least 35 hours per seven-day work period.

MANAGEMENT means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

NEPOTISM means the practice of hiring relatives.

PART-TIME EMPLOYEE means a person employed by the City who works an average of less than 35 hours per seven-day work period.

OVERTIME means time worked in excess of the regular work schedule, approved by the Department Head, which is of a benefit to the operations of the City.

PERSONNEL OFFICER means the Assistant to the City Administrator.

REGULAR EMPLOYEE means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a monthly salary basis.

SEASONAL EMPLOYEE means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be

continued uninterrupted from year to year. The duration is determined by the Department Head. Also, a temporary employee.

SUPERVISOR means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division) or the department.

SWORN EMPLOYEE means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS COMMITTEE

There is a Personnel Appeals Committee established in Sections 2-106, 2-107 and 2-151 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Committee are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and personnel procedures manual.
Perform such other advisory activities as may be requested by the Mayor and City
- b. Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City except: elected officials; appointed members of Boards, Commissions and Committees; the City Administrator; City Clerk; City Attorneys; and the Municipal Judge.

3.5 ELIGIBILITY FOR USE OF THE GRIEVANCE PROCEDURE, LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of the disciplinary appeals process, leave, holidays and other city employee fringe benefits. All employees may

utilize the grievance procedure. Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, holidays, nor the exercise of the disciplinary appeals procedure.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall exclusively:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. hours of work/work schedules;
- b. pay plan and pay periods;
- c. performance appraisal systems;
- d. personnel records and reports;
- e. temporary work assignments and transfers;
- f. use of city vehicles and mileage reimbursement;
- g. outside employment;
- h. seniority and impact of seniority;

- i. safety procedures;
- j. job related injury procedures;
- k. other related internal administrative personnel matters.

3.9 REFERENCE TO GENDER

Any reference herein to gender shall be construed to mean male or female.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected

by the Personnel Officer or suggested by the Department Head. If upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the pay shall be adjusted below the maximum of the new grade but not by more than 10% of the current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

4.5 MAINTENANCE OF THE PLAN

a. New Position

Before a new classification is established or before a new position is filled, a job evaluation shall be approved by the City Administrator and the City Council and incorporated into the existing Classification Plan. Likewise, an abolished classification shall be deleted from the Position Classification Plan. The classification plan shall be periodically reviewed by the City Administrator.

b. Review of Existing Position

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Officer. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. An employee being demoted due to poor performance or employee choice will receive the lesser of a maximum ten percent (10%) reduction in pay or the reduction which adjusts the employee's pay to the new pay range maximum. The City will not reduce the pay of an employee who is demoted solely due to organizational change.

3. Transfers

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. When a police officer voluntarily or involuntarily moves between a patrol officer position and a special assignment officer position, it shall also be considered a transfer, and an adjustment in pay shall be made based on the officer's schedule in the new position. An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range. When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full pay periods the employee has worked since the employee's last merit increase date.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. There is a parallel longevity provision in the pension plan.

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at six (6) months and at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the discretion of the Department Head or at the request of the Personnel Officer. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. Annual Performance Cycle

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. Performance Reviews and Coaching

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. Completion of the Performance Cycle

The supervisor shall provide non-probationary employees with copies of the self-appraisal form by April 20 of each year. The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1. The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy is provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as excluded by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of his age, race, color, marital status, national origin, political affiliation, religion, sex, genetic information or disability except where specific age, sex or physical requirements constitutes a bona fide occupational qualification.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

No person seeking employment or promotion shall, either directly or indirectly, give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with an employment test, appointment, proposed appointment, promotion or proposed promotion.

6.3 NEPOTISM

The following definitions apply to this policy:

affinity means related by marriage or having a relationship by marriage
consanguinity (eous) means of the same blood or descended from the same ancestor.

Nepotism is the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, it shall be the City's policy that no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity by the City.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed in the same department.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:

1 st degree of relatives	Spouse, children & parents
2 nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3 rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4 th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grand nephews & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part -time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. He shall certify qualified applicants to Department Heads for interview and recommendation. The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable to his employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

Written examinations
Performance evaluations
Medical examinations
Substance Abuse Screening
Psychological evaluations/intelligence tests
Background investigations
Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department.

An employee working in his first probationary period is not eligible to request an inter-department transfer. Any such transfer has to be approved by the receiving Department Head.

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Eligibility for longevity pay shall begin with the last date of hire and not total time of service with the City. Retirement benefits from past service may be reinstated in accordance with the provisions of the City of Creve Coeur Retirement Plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work. A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above. A former employee may be rehired to fill temporary positions without re-screening.

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service. The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration. A probationary employee is not eligible for promotion. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for full performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).
3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited

- to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material facts on the application in violation of the certificate made by the applicant on the application form.
 5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
 6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
 7. The applicant has presented an application and has failed to sign the application form.
 8. The applicant requests such an action.
 9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri's record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri's record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until the employee is notified, in writing, by the City Administrator that he has been released from probationary status. Such notice shall not be unreasonably withheld

and within ten days following the one year anniversary date of the employee such notice shall be issued or the probationary period shall be extended.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee serving his first probationary period is eligible for sick and vacation benefits upon the Department Head's determination that the employee has successfully completed the first six months of probation. (Sec. 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits he had at the time of the promotion or transfer are not lost while he serves the probationary period.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice. An employee terminated during his initial probationary period cannot appeal such action.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department Head with the approval of the City Administrator shall determine appropriate hours of work. Full-time employees will generally be scheduled to work 40 hours in a seven day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental regulations. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer on the form and on the dates specified.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. OVERTIME COMPENSATION

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and the efficient operation of the several departments, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum. The rate of overtime compensation for employees shall be as follows:

OVERTIME RATE

	<u>1-1/2 Times Normal</u>	<u>Straight Time</u>	<u>Exempt</u>
	<u>Pay</u>		
EMPLOYEE:	Street Maintenance	Golf Course***	See Paragraph 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of		
	Municipal Property		
	Office Clerical*		
	Commissioned Police		
	Officers		
	Police Dispatchers		
	Ice Arena		
	Golf Course**		

* Clerical staff are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.

** Non-exempt Golf Course employees [qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year \(29 U.S.C. § 213\(a\)\(3\)\(A\)-\(B\)\). Such qualifying golf course employees](#) shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond fifty-two (52) hours in a week (Sunday through Saturday)-

~~*** Non-exempt Golf Course employees, and~~ shall receive straight time for time worked up to fifty-two (52) hours in a week (Sunday through Saturday).

~~If a holiday falls on a police officer's or dispatcher's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer or dispatcher work on that holiday due to the need to maintain necessary manpower levels, he shall be compensated overtime pay at the rate of 1-1/2 times the normal pay for the overtime hours worked.~~

~~The holidays concerned would be any of the holidays which qualify for the holiday bonus pay in November of each year. This compensation for overtime on a holiday shall in no way affect the holiday bonus paid in November.~~

2. COMPENSATORY TIME

An employee may elect to earn compensatory time at the rate of 1-1/2 his normal pay for any overtime hours worked. The use of compensatory time is subject to the approval of the Department Head. Police Department employees shall accrue no more than 80 hours of compensatory time. All other City employees shall accrue no more than 40 hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of his compensatory time at his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For meetings which last under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, he is either to notify his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probational, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time.

8.8 PREMIUM PAY

1. SUPERVISORY PREMIUM PAY

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. FIELD TRAINING OFFICER PREMIUM PAY

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

City Administrator

Assistant to the City Administrator

~~Communications Specialist~~ [Public Information Officer & Management Analyst](#)

Director of Finance

Information Systems Manager

Director of Public Works

[City Engineer](#)

Operations Superintendent

~~Director of Planning~~

[Director of Community Development](#)

[City Planner](#)

~~City Planner and Economic Development Administrator~~

Police Chief

Police Captain

Police Lieutenant

[Police Administrative Sergeant](#)

Director of Recreation/Ice Arena Manager

Assistant Recreation Director

Greens Superintendent

City Clerk

City Attorney

Municipal Judge

Prosecuting Attorney

~~Golf Part-Time/Seasonal Employees~~

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if he feels the situation warrants

additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this rule shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor and to the Director of Finance at least thirty (30) calendar days prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit.

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position.

An employee unable to perform the essential job functions of his position due to a disability may be transferred or demoted to a position for which he is able to perform the essential job functions and shall be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous 2 years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

A Department Head may, with the City Administrator's approval, lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classification. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification and not laid off.

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure. Employees laid off shall be placed on a priority recall list for

a maximum of 180 calendar days. Employees separated because of layoff shall be given at least two weeks' prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week, ~~(except commissioned police officers and police dispatchers certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), in the classified service,~~ and such covered employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

*may be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No ~~non-police~~ employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. ~~Non-police~~Such Non-exempt employees who must work on approved holidays shall be compensated with compensatory time or overtime pay.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS AND DISPATCHERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers ~~and police dispatchers who are, but~~ eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King Nat'l Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus pay will be paid for each holiday, in a lump sum once each year with the pay check issued on or about November 15; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel, ~~including dispatchers~~ may be eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this in accordance with Section 10.1 of this policy.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on or before such holiday and, if scheduled, must work the holiday unless the absence is not due to illness and is approved by the Chief of Police. Employees absent from scheduled work on a holiday due to illness or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary manpower staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

Employees terminating during the year shall receive holiday pay for all holidays for which the employee is eligible for pay during the calendar year through the date of termination.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary manpower levels,

he shall be compensated overtime pay at the rate of 1-1/2 times the normal pay for the overtime hours worked.

The holidays concerned would be any of the holidays which qualify for the holiday bonus pay in November of each year. This compensation for overtime on a holiday shall in no way affect the holiday bonus paid in November.

10.6 PERSONAL HOLIDAY

A full-time employee who has successfully completed his probationary period is eligible to accrue for that first year and each year thereafter one working day off with pay as a personal holiday. The day is to be taken at the election of the employee, subject to the approval of his Department Head. The employee is eligible to receive a personal holiday each calendar year after his first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to five (5) unused personal holidays may be carried over from one calendar year to the next.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. POLICY

Leave requests shall be subject to approval by the Department Head, and when applicable the City Administrator, in conformance with the rules established in this policy for each type of leave. Each Department Head shall maintain appropriate records of all leaves requested and granted for the department's employees. The departments shall provide the necessary information to the Personnel Officer, who will maintain the permanent records of any such absence from duty for all City employees.

In compliance with the federal Family and Medical Leave Act, the City will grant, under certain circumstances, up to twelve (12) weeks of unpaid leave in a calendar year to an employee who has been with the City a minimum of twelve (12) months in the seven years preceding the commencement of leave and has worked a minimum of 1250 hours during the twelve (12) month period immediately preceding the leave. Family Leave relates to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care. Medical Leave relates to a serious illness of the employee, or the employee's spouse, child, or parent. In no instance is an employee eligible for more than twelve combined weeks of Family and Medical Leave in a calendar year. In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave. Each are also individually entitled to twelve (12) weeks of Medical Leave, less any Family Leave taken by them individually.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Caregiver Leave and Qualifying Exigency Leave.

2. DEFINITIONS

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

“Child, Son or Daughter” means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of 18 years, or who is 18 years or older to the extent the person

was incapable of caring for themselves due to mental or physical disability when under the age of 18 years and such condition has continued.

"Family Leave" means unpaid leave related to an event which increases the size of the employee's family by birth, adoption or the acceptance of a child for foster care.

"Jury Leave" means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

"Leave of Absence" means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

"Medical Leave" means unpaid leave related to a serious illness of the employee or the employee's spouse, child or parent.

"Occupational Injury or Illness Leave" means paid leave granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

"Parent" means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

"Sick leave" means paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. Sick Leave is utilized for short-term illness of the employee and/or to receive medical attention from a physician or a practitioner. Sick Leave may also be utilized for a short term illness or injury to a member of the employee's household or immediate family, up to a maximum of 15 days in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.

"Spouse" means only the legally recognized marital partner of the employee under Missouri law.

"Vacation" means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

11.3 VACATION

1. POLICY

Vacation is paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

2. VACATION ADMINISTRATION

- a. A full-time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay-in-Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

<u>YEARS OF SERVICE</u>	<u>PERMITTED TOTAL CARRY OVER</u>
1-4 yrs. (10 days annual accrual)	15 days
5-9 yrs. (15 days annual accrual)	20 days
10-19 yrs. (20 days annual accrual)	25 days
20 yrs. or more (25 days annual accrual)	30 days

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that employees terminated during the first six months of their probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any other properly designated individual.
- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.

- e. An employee that uses two or fewer days of accrued Sick Leave in a calendar year shall be granted an additional day of Vacation in the following year.

3. ELIGIBILITY FOR VACATION

Any full-time employee serving the first probationary period and who observes the six month service anniversary shall thereafter be eligible to utilize accrued Vacation upon the Department Head's determination that the employee has successfully completed the first six months of probation.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than five (5) years of employment will accrue 3.34 hours per full pay period worked.
- b. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 5.00 hours per full pay period worked.
- c. Any employee who has completed ten (10) years of employment but less than twenty (20) years of employment will accrue 6.67 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 8.34 hours per full pay period worked.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed twenty (20) days per year or 6.67 hours per pay period work.

4. PAY-IN-LIEU-OF-VACATION

Pay-in-lieu-of-vacation is bonus pay permitted subject to the following annual maximums:

<u>VACATION AVAILABLE*</u>	<u>PAY-IN-LIEU PERMITTED</u>
0 - 4 days	-0-
5 - 9 days	5 days
10 or more days	10 days

* As of January 1 of the current fiscal year

Requests for pay-in-lieu-of-vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by March 1 of the current fiscal year, or other deadline as established by the City Administrator, may receive pay-in-lieu-of-vacation during the following city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay-in-lieu-of-vacation shall be made during the first pay period of the fiscal year following the fiscal year in which the request is timely made.
- c. Pay-in-lieu-of-vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each day of paid-in-lieu-of-vacation shall be equal to eight hours of pay at the employee's hourly rate. Hourly rate shall be calculated by dividing base annual salary by total regular annual hours scheduled (i.e. 2080 hours for 5/2 scheduled employees or 1980 for 5/3 scheduled employees).
- e. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his total vacation balance to fewer than five (5) days on the pay date in which payment of pay-in-lieu of vacation is made.

11.4 SICK LEAVE AND MEDICAL LEAVE

1. POLICY

Sick Leave is paid leave granted to the full-time employee for protection against endangering the employee's health and that of fellow workers. It is meant to be a protection in case of need and not a benefit to be used whenever wanted. Medical Leave is a federally -mandated benefit which grants up to 12 weeks of unpaid leave during a calendar year for a serious illness of the employee, their spouse, child or parent. An employee shall be required to utilize available paid Sick Leave concurrently with Medical Leave when applicable. When available Sick Leave is exhausted, the employee must then use available Vacation concurrently during Medical Leave. Once available Sick Leave and Vacation are exhausted, the remainder of the Medical Leave shall be unpaid leave. The use of Medical Leave is subject to the approval of the City Administrator. All allowances of Sick Leave and Medical Leave shall be in conformance with the stated purpose.

Sick leave and/or Medical Leave shall be granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.

- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time. When this is impossible, Sick Leave time may be used with the advance permission of the Department Head.
- c. Pregnancy shall be treated as any other medical condition. Sick leave and/or Medical Leave may be utilized during pregnancy, childbirth and recuperation in accordance with the leave policy. Family Leave may be taken for a newborn son or daughter or after the placement of a son or daughter with the employee for adoption or foster care. (See Section 11.7)
- d. Serious illness of the employee's son or daughter or the employee's spouse, or the employee's parent; when such illness requires the personal and direct attention of the employee. Medical Leave use for such illnesses is subject to approval by the City Administrator.

Note: if husband and wife are both employed by the City, they are only able to take a combined total of 12 weeks to care for the same individual.

2. SICK LEAVE ADMINISTRATION

- a. Eligibility
 - 1. An employee serving the first probationary period and who observes the six month service anniversary is eligible to utilize Sick Leave that has accrued to date upon the Department Head's determination that the employee has successfully completed the first six months of probation..
 - 2. Each full-time employee shall accrue one day, equal to eight hours, of Sick Leave for each full month of full-time service rendered to the City. Holidays, Vacation, Sick Leave, Occupational Injury or Illness Leave, Funeral Leave, and certain types of Military Leave as set forth in Section 11.10 of this policy shall not be deemed to be an interruption to a full month of full-time service.

However, in no event shall any employee accrue more than 132 days of Sick Leave, and at no time shall Sick Leave be considered a benefit convertible to compensation during employment or at the time of separation from employment.

3. SICK LEAVE ADVANCED

Sick Leave may be advanced over and above the Sick Leave accrual schedule only under special circumstances and with the written approval of the City Administrator, and only in instances where the employee has a superior record of performance and is expected to return to work.

4. CHARGING OF SICK LEAVE

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility. In no case shall Sick Leave be used on scheduled "X days" (extra regularly scheduled) for police officers~~or police~~ dispatchers.

5. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days advance notice by the employee of the intent to utilize Sick Leave or Medical Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable.

6. MEDICAL CERTIFICATE REQUIRED

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when Medical Leave is requested for this purpose. The employee must obtain the required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

7. SECOND AND THIRD OPINION OF CONDITION

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

8. SICK LEAVE ABSENCE REPORTS REQUIRED

Sick Leave absence reports shall be completed on the first day of leave by the Department Head. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

9. FALSE CLAIMS

Claiming Sick Leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence pertaining to Sick Leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits.

10. LEAVE WITHOUT JUSTIFICATION

If it is determined that the illness or disability for which Sick Leave, Family Leave, Medical Leave, or Occupational Injury or Illness Leave is taken by an employee is feigned, such employee shall be subject to disciplinary action.

11. DONATION TO SICK LEAVE BANK

Any full-time employee who is unable to do their job assignment because of illness or injury, and who anticipates that he will exhaust all accrued paid leave rights may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of 90 calendar days following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

12. STATUS OF BENEFITS WHILE ON SICK LEAVE AND MEDICAL LEAVE

See section 11.14 for an explanation of benefit status regarding Sick Leave and Medical Leave.

13. RETURN TO WORK

Upon returning to work on or before the expiration of Medical Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. POLICY

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City is that the state workers compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. COMPENSATION

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay which is the full-time employee's regular compensation less any amount paid to the employee by the state workers compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall insure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. DURATION OF LEAVE

The maximum duration of Occupational Injury and Illness leave shall be 90 calendar days per injury in any single calendar year, except as provided in subsection 4. During this 90 calendar day period utilization of Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave.

Occupational injury pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician;
- c. the elapse of 90 calendar days after the date of the occurrence of the disabling event unless an extension has been granted by the City Administrator. (See sub-section 4, Extension);

- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;
- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. EXTENSION OF OCCUPATIONAL INJURY PAY BEYOND INITIAL 90 DAY PERIOD

In the event an injured/ill employee is determined by a physician to be unable to return to work after the expiration of 90 calendar days, the City Administrator shall evaluate the situation, including the prognosis provided by the doctor and the progress which the individual has made to date, and make a determination about the likelihood and timing of the employee's eventual return to work. When the City Administrator determines it is in the best interest of the City, he may grant a 30 calendar day extension of occupational injury pay to the employee. At the expiration of an extension period, the City Administrator shall make a new evaluation and determination. A maximum of three such extensions, or a total of 90 calendar days, may be granted by the City Administrator. The City Administrator may require the concurrent use of Sick Leave and/or Vacation (without duplication of pay from any source) in conjunction with any such extension.

5. OPTIONS UPON EXPIRATION OF OCCUPATIONAL INJURY LEAVE

- a. **Utilization of Sick Leave, Medical Leave and Vacation benefits:** after the expiration of the Occupational Injury and Illness Leave, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation sections of this policy.
- b. **Leave of absence:** once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the State Workers Compensation Division the employee may be placed on leave of absence.
- c. **Pay:** once paid leave benefits are exhausted, the employee shall only receive state- mandated workers compensation earnings.

6. REINJURY OF THE EMPLOYEE

For any one occupational injury/illness, an employee is granted the benefit of 90 calendar days of occupational injury pay in a calendar year unless an extension is granted by the City Administrator. Further occupational injury pay will not be paid by the City if an employee exhausts the benefit, returns to work, and is absent again for the same injury within the same calendar year.

7. AUTHORIZATION TO RETURN TO WORK

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6).

11.6 RESTRICTED WORK

1. JOB-RELATED INJURY

Employees sustaining job-related injuries will be returned to work as soon as possible when medically permissible. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty status. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. NON-JOB RELATED INJURY

Employees seeking to return to work after non-job-related injury or illness may be allowed to return to work on restricted work status. Approval of restricted work status requires the recommendation of an employee's Department Head, the approval of the City Administrator, and a written statement from the employee's physician that the employee can reasonably be expected to return to unrestricted work within a reasonable-period of time. Restricted work status for non-job related injuries will be limited to 90 calendar days. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. PHYSICAL ACTIVITIES

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

11.7 FAMILY LEAVE

1. POLICY

The City makes available up to twelve weeks of Family Leave per calendar year as required by Federal Law. Such leave shall be leave without pay, provided if the employee has Vacation available, the employee shall utilize such Vacation concurrently during the Family Leave.

Any leave request shall certify the employee's willingness to return to work and shall indicate the currently-anticipated duration of such leave. Approval must be obtained from the City Administrator prior to the granting of Family Leave.

2. ELIGIBILITY

Family Leave is available to employees who have been employed by the City for a minimum of twelve calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the twelve months immediately preceding the leave.

Family leave shall be granted under the following circumstances:

- a. the birth of a son or daughter of the employee;
- b. the placement of a son or daughter with the employee for adoption or foster care;
- c. incapacity due to pregnancy, prenatal medical, or child birth.

Note: if husband and wife are both employed by the City, they are able to take a combined total of 12 weeks for reasons a or b above.

3. ADVANCE NOTICE REQUIRED - WHEN PRACTICAL

Thirty days notice by the employee of the intent to utilize Family Leave is required when practical and the extent of the leave is foreseeable. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable.

4. STATUS OF BENEFITS WHILE ON FAMILY LEAVE

See section 11.14 for an explanation of benefit status regarding Family Leave.

5. RETURN TO WORK

Upon returning to work on or before the expiration of Family Leave, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

11.8 FUNERAL LEAVE

In the event of the death of an immediate family member, a full-time employee may be granted up to three (3) workdays of paid leave to attend the funeral of that family member. The amount of time granted will be based upon the recommendation of the Department Head and will take into account such factors as travel and day of the week on which the funeral is held. The purpose of this leave is for funeral attendance and related memorial services. Immediate family, for the purpose of this section, is defined as spouse, child, grandchild, brother, sister, parent, or their functional equivalent; father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent of the employee, or relative whose place of residence was in the employee's home. Funeral leave and sick leave are separate and distinct. An employee's use of funeral leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. Temporary Annual Training Periods.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270; 38 USC 4301 et seq).

2. Emergency Active Duty.

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMO 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to 120 hours (RSMO 105.270, 38 USC 4301 et seq).

3. Extended Active Duty Leave.

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMO 41.942).
- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed 120 hours in each federal fiscal year (October 1 - September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed a probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the

employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan.

- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.
- e. The following authorized military operations are covered by this policy:
 - Operation Iraqi Freedom
 - Operation Enduring Freedom
 - Operation Joint Forge
 - Operation Noble Eagle
 - Operations Desert Falcon and Desert Focus
 - Operation Intrinsic Action
 - Operation Joint Guardian
 - Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military

- status becomes effective or following 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify to receive military differential pay as described in subsection three (3) subparagraph c until up to 120 hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMO 105.270.4).
- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
 - i. City retirement plans are subject to 38 USC 4318.
- 3.5. Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined 120 hours in a federal fiscal year (October 1 – September 30).
4. A copy of orders must be attached to all requests for annual, emergency, and extended active duty military leave. Before any payment of salary is made covering the period of leave the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order. (RSMO 105.270.2).
5. An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of 120 hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).
6. Reinstatement
- a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, having given advance notice of such service or being excused by law from

providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e)):

- Less than 31 days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days service: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- 181 days of service or more: The employee must apply for reemployment no later than 90 days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. Military Caregiver Leave

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave and who are immediate family members or next of kin (i.e. closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty. A covered servicemember is an active

member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list. Eligible employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable 12-month period for a single employee. Appropriate certification is required.

8. Qualifying Exigency Leave

Employees may receive up to 12 weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of 12 calendar months during the seven years prior to the leave and who have worked a minimum of 1250 hours during the 12 months immediately preceding the leave. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed 12 workweeks per calendar year for a single employee.

Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;

- Taking up to five days of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on-duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed 60 days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and Medical Leave policy (See Sec. 11.4 and 11.7). A leave of more than 60 days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the

requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. PAID LEAVE

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave.

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. UNPAID LEAVE EXCEEDING 16 CALENDAR DAYS

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding consecutive 16 calendar days shall be required to pay the entire cost of continuing employee benefits, including health, dental, life and other insurances, throughout the duration of the unpaid leave. Benefits under City retirement plans are described in the plan documents. No Sick Leave shall accrue; however credited Sick Leave will remain on record. The employee shall not receive holiday pay. No Vacation shall accrue; however, credited Vacation will remain on record.

3. OCCUPATIONAL INJURY/ILLNESS LEAVE

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee receiving occupational injury pay may not receive Sick Leave pay or Vacation pay or receive pay-in-lieu of vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. FAMILY LEAVE AND MEDICAL LEAVE

During Family Leave and Medical Leave, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the

leave. Benefits under City retirement plans are described in the plan documents. The rules under subsections 1 and 2 of this section 11.14 apply.

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods not to exceed five days.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation.

SECTION 13 PERSONNEL DISCIPLINARY APPEALS

13.1 EMPLOYEE APPEAL OF DISCIPLINARY ACTION TO THE CITY ADMINISTRATOR

- a. An employee may appeal to the City Administrator for a reconsideration and rehearing of any disciplinary action taken by a Department Head involving:
 - 1. dismissal;
 - 2. demotion;
 - 3. suspension without pay, loss of compensatory time, singly or in combination, for more than three (3) days.

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for appeal and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall conduct a hearing at which time the employee may present witnesses or documents to support his position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the hearing.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the hearing.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS COMMITTEE

A. FORM OF REQUEST FOR AN APPEAL

If the employee is dissatisfied with the City Administrator's decision in a disciplinary hearing involving dismissal, demotion, or suspension without pay, loss of compensatory time, singly or in combination, for more than three (3) days, the employee may submit a request in writing for an appeal to the Personnel Appeals Committee ("the Committee"). Such request must be addressed to the "Personnel Appeals Committee Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center not later than seven (7) calendar days after the City Administrator issues and the employee receives a written decision.

B. RECEIPT OF REQUEST FOR AN APPEAL FROM EMPLOYEE ("APPELLANT")

1. Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Committee. After receipt from the City Clerk, the Chairperson of the Committee shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and the Department Head.
2. The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required in (b 1) above, forward a copy of the request for appeal to the members of the Personnel Appeals Committee and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

C. ASSIGNMENT OF LEGAL COUNSEL

The Chairperson may at any time request the City Council to hire legal counsel for the Committee. The purpose of legal counsel is to assist the Committee with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Committee. The purpose of the Procedural Review Meeting is to review committee procedures for the conduct of the hearing and the preparation of the decision. The Committee may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any committee member or other party to the underlying facts of a specific appeal before the Committee. Further, no discussion should be held by any members of the Committee concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Committee. All evidence is to be presented at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Committee, the Personnel Appeals Committee shall conduct a reconsideration and rehearing in accordance with the provisions of Chapter 536 RSMo. and the City of Creve Coeur Employee Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required.

A. NOTIFICATION OF HEARING DATE

The Chairperson of the Committee shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo., a minimum of ten days notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

B. COMMITTEE HEARING PROCEDURE

1. Consistent with Chapter 536 RSMo., the hearing shall be conducted in the manner most conducive to determination of the truth and the Committee shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Committee's decision is to be supported by substantial evidence on the whole record. Decisions made by the Committee shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Committee, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Meetings of the Personnel Appeals Committee shall be determined to be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri unless the employee requests the meeting remain open and the Committee approves that request. Notice of the meeting must be posted in conformance with the above stated policy. The meeting is to be opened as a public meeting and the Committee shall take a vote before closing the meeting for the hearing.. The minutes shall reflect this action.
3. The Committee shall determine the relevancy, weight and credibility of testimony and evidence. The Committee shall base its findings on the preponderance of evidence.
4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Committee may ask

questions relevant to the matter after each witness testifies.

5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the meeting room until called by the Committee to testify.
6. Both the City and the appellant may be represented by legal counsel.
7. The Committee may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe the meeting and to give an oath to witnesses giving testimony. A city staff member shall keep minutes of the proceedings.
9. The Committee reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Committee shall announce, during the hearing, that the hearing is recessed to a specific time and date. No additional posting of the reconvened hearing is required.
10. In accordance with Section 2-151(e) of the Municipal Code, the City Council Liaison is not a voting member of the Committee. The Liaison shall not participate in the hearing or the deliberations and shall not vote on the matter.
11. The Committee shall meet in closed session to deliberate and to come to a decision concerning the matter. A majority of the Committee members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
12. Decisions of the Committee shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement of the findings on which the Committee based its decision. The decision shall set forth the charges, if any, the Committee finds to be sustained and the reasons therefore. A copy of the written decision shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator. The decision of the Personnel Appeals Committee shall be final and binding on the City.

C. PROCEDURES TO BE FOLLOWED IN ACCORDANCE WITH CHAPTER 536 RSMO.

1. All witnesses giving oral testimony shall be sworn.

2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any witness regardless of which party first called him to testify, and to rebut the evidence against him.
3. A party who does not testify in his own behalf may be called and examined as if under cross-examination.
4. The Committee shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Committee. The City will pay transcription costs. Minutes of the hearing will be kept for the Committee's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Committee shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Committee's decision, the Committee is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Committee, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e. proving or tending to prove the point) shall be considered by the Committee along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof can not be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Committee to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make

such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit at the hearing. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to insure fair and just treatment of employee concerns; to foster good communications between personnel to insure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A "grievance" is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, adopt personnel practices, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official and only audio recording of the conference.
- c. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. retirement plans and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 HEALTH INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions for his City retirement system, the employee may elect to retire and receive earned benefits under the applicable retirement system.

In addition the City makes available health insurance to a retired employee and qualified dependent(s) as follows:

A. FOR THE REGULAR, FULL-TIME EMPLOYEE WHO WORKS UNTIL NORMAL OR UNREDUCED EARLY RETIREMENT DATE:

1. Employee Hired Before July 1, 2001:

The City will pay the same percentage of the employee and dependent health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage. This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the employee becomes ineligible for group coverage, the employee's dependents, who had City group coverage on the day before

the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

2. Employee Hired On or After July 1, 2001:

The retired employee may purchase individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

Alternatively, the retired employee may continue individual or family health insurance under the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end. This is a qualifying event for the retiree's dependents as defined under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA.

B. FOR A REGULAR, FULL-TIME EMPLOYEE, WHO SHALL WORK UNTIL EARLY RETIREMENT:

1. Employee Hired before July 1, 2001

This is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The early-retired employee and/or eligible dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

Alternatively, an early-retired employee may purchase individual health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the employee timely pays the total actual monthly cost of the coverage to the City, until he has reached normal retirement age or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early retired employee reaches normal retirement date, the City will pay the premium for individual insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage.

2. Employee Hired On or After July 1, 2001:

This is a qualifying event under the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA). The early-retired employee and dependents, who had City group coverage on the day before the qualifying event, may continue as group participants under the provisions of COBRA. An early-retired employee may purchase his individual or family health insurance through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

The coverage may continue until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage.

C. ONE TIME RE-ENROLLMENT OPTION

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops group coverage with the City while otherwise eligible may re-enroll for such coverage provided the following conditions are met: (1) the retired employee dropped group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for group coverage with the City within 31 days of the date the other group coverage ends and before becoming eligible for Medicare. The opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee becomes subject to the appropriate provisions of Sections A and B above.

D. MEDICARE

When a retired employee subject to Sections A or B above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee's continuously covered dependents shall be eligible to continue group health insurance coverage with the City's group health insurer at the dependent's expense under the provisions of COBRA. Thereafter, once

eligible dependents cease continuous participation in the City's group health insurance plan, they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$2,500. Courses at private schools will be reimbursed at the same level of tuition as charged at the nearest state public school offering an equivalent course.
- b. The course must be job-related and in the field of employment, including:
 1. Any course required in order to complete a baccalaureate degree will be approved.
 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head and the City Administrator and subject to authorized and available appropriations.
- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level

courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Personnel Officer prior to any reimbursement being authorized.

- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$200 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only en route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

An employee who is required to use his personal automobile in the course of performing his duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incent employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time employee who qualifies to enroll in the City's health insurance plan for a portion of the cost of such other coverage if the employee elects to not enroll himself and/or some or all of his qualifying dependents in the City's health insurance plan and thereby ~~such that such election will result in a reduced monthly premium and a reduced~~ cost to the City. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City.

The annual reimbursement amount shall be \$600 per year per eligible employee. ~~regardless of whether or not the employee elects to not carry eligible dependents or if the employee elects to not carry both himself and his dependents on the City's plan.~~

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage ~~to enroll~~ in the City's insurance plan as defined in the insurance plan document. ~~Full-time employees of the City may not be eligible dependents of a spouse or parent who is also a full-time employee of the City.~~

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payments shall be based on the number of months that the employee was eligible for the reimbursement over the preceding 12 month period ending on November 30 of the current year. An employee not meeting the eligibility requirements stated above for the entire 12-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the 12-month period.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or 8 hours during a given week, whichever is less, is required to submit a written request to his Department Head for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (2-166 and following sections). Each new employee is required to read these portions of the Code and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 HARASSMENT POLICY

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint in good faith about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated..

1. DEFINITIONS

“Harassment” means unwelcome conduct that is based on race, color, sex, religion, national origin, disability, and/or age, as well as sexual harassment. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

“Sexual Harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. EMPLOY EE RESPONSIBILITIES

- A. No employee shall either explicitly or implicitly ridicule, mock, belittle or harass any person.
- B. Employees encountering harassment are encouraged to tell the person that their actions are unwelcome and offensive. Timely documentation of the incident is recommended.
- C. Any employee who has been harassed should report the incident(s) to the employee’s Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation.

3. SUPERVISOR’S RESPONSIBILITIES

- A. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- B. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- C. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. INVESTIGATION AND DISPOSITION OF COMPLAINTS

- A. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- B. Any investigation will be conducted in such a way as to maintain confidentiality to the extent practical under the circumstances.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have made a false, malicious, or contrived allegation of harassment against another employee shall be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially

hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request.

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those required by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each Department Head should report all changes in address or phone number to the Personnel Officer in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 SUBSTANCE ABUSE POLICY

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to provide its employees with a safe and healthy work environment; and, to provide to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees.

The use, abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a balance between the responsibility of the City to protect itself, and others, from the negligent actions of an individual under the influence of alcohol/drugs while in the employment of the City and the expectation of the employee to be protected from unreasonable personal invasion. The policy requires an employee to submit to an alcohol/drug test when there is reasonable cause to believe a use or abuse problem exists. Any employee who appears to be impaired or under the influence of alcohol shall be required to undergo testing by a blood alcohol measuring device. Any employee who appears to be impaired or under the influence of narcotics or a controlled substance will be removed from the work place and be required to report to a designated medical facility to undergo examination. Failure to comply is a disciplinary offense and may result in disciplinary action, up to and including termination. Additionally, the policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

NOTE: Section 17 does not apply to drivers of commercial motor vehicles. Section 18 contains the City's Alcohol and Substance Abuse Policy in accordance with the Omnibus Transportation Employee Testing Act of 1991 and Department of Transportation regulations.

17.2 LEGAL DRUGS (including alcohol)

The use of any legally obtained drug, including alcohol, to the point where such use affects the employee's job performance is prohibited. No employee shall arrive on the City's premises under the effects of any drug which affects the employee's ability to perform his job, including the use of prescribed drugs under medical direction. In the

event physician-directed use of drugs, including over the counter drugs, taken as directed by a physician, or voluntarily, affects job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. Any employee engaging in the misuse of alcoholic beverages on the City's premises is subject to disciplinary action.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; and,
2. drugs that are legally obtainable but have been obtained illegally.

The sale, possession, purchase, transfer, or use of illegal drugs by employees on the City's premises or while on city business is prohibited.

No employee shall arrive on the City's premises under the influence of any illegal drug. This prohibition applies to any or all forms of drugs whose sale, purchase, transfer, possession, or use is prohibited or restricted by law.

Any employee engaging in the sale, purchase, transfer, possession, or use of illegal drugs on the City's premises or while on city business is subject to disciplinary action and criminal prosecution. Further, any employee who is arrested for the sale, purchase, transfer, possession or use of illegal drugs off the job is subject to disciplinary action, upon conviction of such offense. Such conviction may result in termination.

17.4 PRE-EMPLOYMENT SCREENING

In an effort to contain the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from consideration after a confirmation test has been performed with a positive result. The applicant will not be reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.5 POST-EMPLOYMENT TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse and whose behavior creates a reasonable suspicion to cause the

Supervisor to believe the employee may be under the influence of drugs and/or alcohol shall be escorted by the Supervisor for testing and/or treatment.

The Supervisor shall immediately, or as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the drug test result and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

If the results of the test are positive, a second confirmatory test shall be performed utilizing the original specimen. If the second test also renders a positive result, the employee shall be notified and shall be placed on suspension without pay by the Department Head pending future action. A positive test shall be deemed misconduct and may also result in suspension or termination of employment.

Failure by the employee to comply with the request of the Supervisor to relinquish his duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.6 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be given the opportunity to seek professional assistance from a source approved by the City. Participation in an assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

Successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Alcoholism is acknowledged as a disease and therefore may be treated as any other illness. An alcoholic employee, however, is potentially hazardous to himself and to others in the workplace. Therefore, positive steps must be taken by the individual to eliminate his dependency on alcohol.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing to verify he has remained substance free for a period of at least one year. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to remain substance free once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

A. Rehabilitation Contract

If the City decides to permit reinstatement after rehabilitation, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the Substance abuse professional (SAP) or by a rehabilitation professional accepted by the City; and
2. the employee agrees to refrain from any violation of the city's alcohol and substance abuse policies and the use of controlled substances and alcohol consistent with the plan of rehabilitation and the city's policies; and
3. the employee provides a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. the employee agrees to unannounced random testing for periods of time determined by the city subsequent to the employee's return to work consistent with the city's alcohol and substance abuse policies; and
5. the employee agrees to submit to return to work testing demonstrating that the employee is negative under controlled substance and/or alcohol tests standards; and
6. the employee agrees that any future controlled substance or alcohol violations shall be considered as a resignation of the employee from City service without recourse.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol and/or drugs or a controlled substance which is affecting the employee's ability to perform his or her job duties, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately.
- 2a. If a Supervisor has reason to believe the employee is impaired or under the influence of alcohol, testing may be conducted by a certified operator or a blood alcohol measuring device certified by the State of Missouri Department of Health.
- 2b. If a Supervisor has reason to believe the employee is impaired or under the influence of drugs, the employee shall be escorted by a Supervisor to a medical facility approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor. Violation of these requirements may result in termination.

When the employee is believed to be impaired or under the influence of drugs, the initial test to be performed will be the Enzyme Multiplied Immunoassay Technique (EMIT). The second confirmatory test will be the Gas Chromatography/Mass Spectrometry test. This test will only be performed in the event of a positive first test result.

3. When a drug test is required, the specimen collection shall be conducted by the medical staff at the facility in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.
5. Proper chain of custody procedures shall be followed by the laboratory to safeguard the integrity of the sample. All samples shall be preserved in the event of future appeal and for court action.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of the tests. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

17.8 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See section 17.6 Rehabilitation)

17.9 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well being are essential to the ability of the individual to perform his job duties. Education and training efforts will be designed to assist the Supervisor with the responsibility of drug detection and to encourage employees to seek treatment.

17.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance abuse professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of preemployment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES.

18.1 PURPOSE

The purpose of the Omnibus Transportation Employee Testing Act of 1991 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All other city employees are governed by the policy outlined in Section 17 of this manual.

18.3 DEFINITIONS

Alcohol: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol concentration: the concentration of alcohol in a person's breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use: the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Commercial Motor Vehicle: a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo.) and the Act:

- (a) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or

- (b) has a gross vehicle weight rating of 26,001 or more pounds; or
- (c) is designed to transport 16 or more passengers, including the driver; or
- (d) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Confirmation Test: a second test conducted after an initial alcohol or drug test to confirm the presence of alcohol or drug metabolites in an employee's system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

Controlled substance: the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

Screening Test (initial test): the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

Commercial Drivers License (CDL): a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

Medical Review Officer (MRO): a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Substance Abuse Professional (SAP): a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

Safety Sensitive Functions relating to the operation of commercial motor vehicles means: all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

1. waiting to be dispatched, unless the driver has been relieved from duty;
2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR)
The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

- a. Performance of Safety Sensitive Functions.
An employee is prohibited from performing any safety sensitive functions and from engaging in any work related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post accident testing as specified in this policy.
- b. Unauthorized Use and/or Possession of a Controlled Substance.
Duty to inform physician of performance of safety sensitive functions and obtain release. An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription, it is the employee's duty to inform the prescribing doctor that they perform safety

sensitive functions while at work and to obtain from that doctor a release to perform such work while taking or using the prescribed substance. The employee is prohibited from using the prescribed substances other than in the amount and manner prescribed.

- c. **Notification of Side Effects of Prescribed Controlled Substance.**
Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work related activity.
- d. **Unauthorized Possession of Alcohol on Duty.**
An employee is prohibited from the unauthorized possession of alcohol while on duty.
- e. **Requirements for Employee to Notify of Violation/Conviction.**
Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.
- f. **Consequences of Testing Positive.**
An employee testing positive on an alcohol and/or controlled substance test will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

A. TESTING

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return to work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least 120 days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to complete the appropriate required documentation within twenty four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. The City will document the reasons for not promptly conducting the required tests.

3. Post Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling

damage to one or more vehicles requires towing from the accident site to occur.

Post accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than before eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require the delay of medical attention or other assistance necessary in responding to the accident.

4. Random Testing

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. Follow-Up Testing

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

7. Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the

second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

B. FAILURE TO TEST

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

C. TESTING PROCEDURES AND RESULTS

1. Alcohol

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath. An initial screening test will be conducted. Any result that is less than 0.02 alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work related activity and the employee shall not be permitted to resume work, if at all, until the employee is (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test.

2. Controlled Substances

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is an alternative medical explanation for the test result. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYMENT ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or alcohol abuse.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic

(alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. Omnibus Transportation Employee Testing Act of 1991
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.

**AN ORDINANCE REPEALING ORDINANCE NUMBER 1921 AND APPROVING A NEW
CONDITIONAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP PURSUANT TO
SECTION 405.360(C) OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR
THE LOU FUSZ FIAT LOCATED WITHIN THE "GC" GENERAL COMMERCIAL BUSINESS
DISTRICT AT 900 N. LINDBERGH BOULEVARD**

WHEREAS, application was made by Stephen Hollander, of SJ Hollander Architect, on behalf of Lou Fusz Automotive, to amend the conditional use permit for building and landscape improvements to the existing building located at 900 N. Lindbergh Boulevard, in the "GC" General Commercial District; and

WHEREAS, under Section 405.360(C)(6)(a), motor vehicle dealers (new or new and used) in the "GC", commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, April 4, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(3); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on Monday, May 16, 2011; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: Ordinance 1921 authorizing a conditional use permit located at 900 N. Lindbergh Boulevard is hereby repealed.

Section 2: A Conditional Use Permit is authorized for an Automotive Dealership pursuant to Section 405.360(C) in the "GC" General Commercial zoning district whose legal description is as follows:

A parcel of ground in Section 1, township 45 North, Range 5 East, St. Louis County Missouri; said parcel being more particularly described as follows: Beginning at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & stationary Co., recorded in Book 5164, Page 443, St. Louis County Record's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Record's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 274.78 feet, N 36°49'35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road, to the point of beginning, and containing 72,595 Square Feet, or 1.6665 acres.

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525, Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 427.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to a point of beginning

SECTION 3: The issuance of this conditional use permit and the operation and maintenance of said facilities provided for by this ordinance shall be subject to all ordinances, rules and regulations of the City of Creve Coeur and the following conditions:

1. The Conditional Use Permit is for the operation of an automobile sales facility for use by Lou Fusz Automotive Network, for the Fiat franchise and/or additional users as approved by the City of Creve Coeur.
2. The site shall be developed and maintained in conformance with the building elevations prepared by SJ Hollander Architects last dated May 10, 2011 and the Landscape Plan dated April 28, 2011 (attached as Exhibit 1).
3. An underground irrigation system shall be installed and maintained to serve all green and landscaped areas identified on the Landscape Plan dated, April 28, 2011.
4. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
5. The applicant shall submit a sign application for approval of all signs.

6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
7. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the automotive dealership permitted by this ordinance.
8. The hours of operation shall not exceed 7:00 A.M. to 9:30 P.M. Monday, Wednesday, and Friday; 7:00 A.M. to 6:30 P.M. Tuesday, Thursday, and Saturday.
9. The use of outdoor speakers for the amplification of music or spoken word shall be prohibited.
10. Parking of automobiles shall be limited to one automobile per designated parking space.
11. The storage or repair of collision damaged or inoperable vehicles shall not occur on the subject property.
12. The number of new automobiles and/or certified automobiles with a manufacturer's warranty shall not, at any time, be less than sixty percent (60%) of the total number of automobiles available for purchase on site.
13. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
14. A copy of all herein conditions shall be furnished by the owner or petitioner to the operator(s) and managers, including successive operator(s), owner(s) and manager(s) who shall forward to the Zoning Administrator an acknowledgement that he or she has read and understood all conditions and agrees to comply therewith.
15. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
16. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

BILL NO. 5311

ORDINANCE NO. _____

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

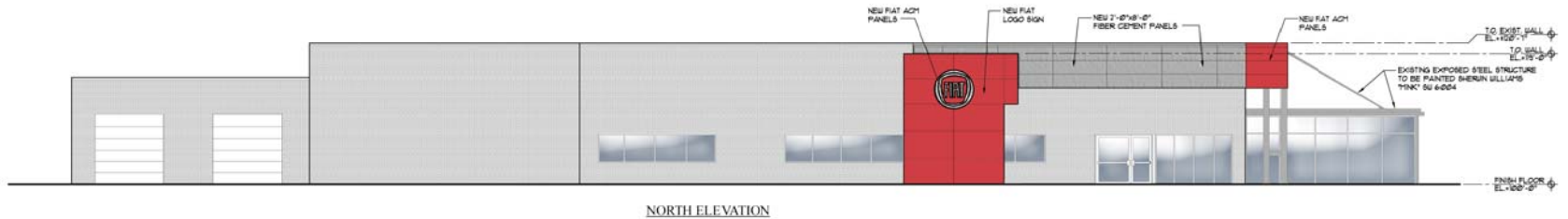
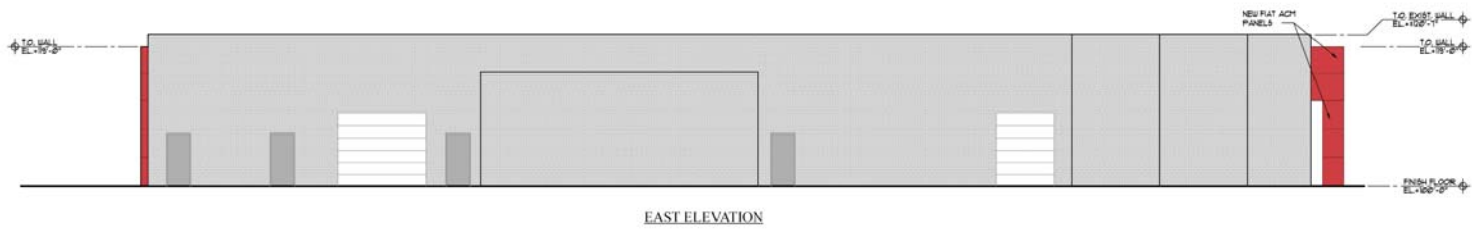
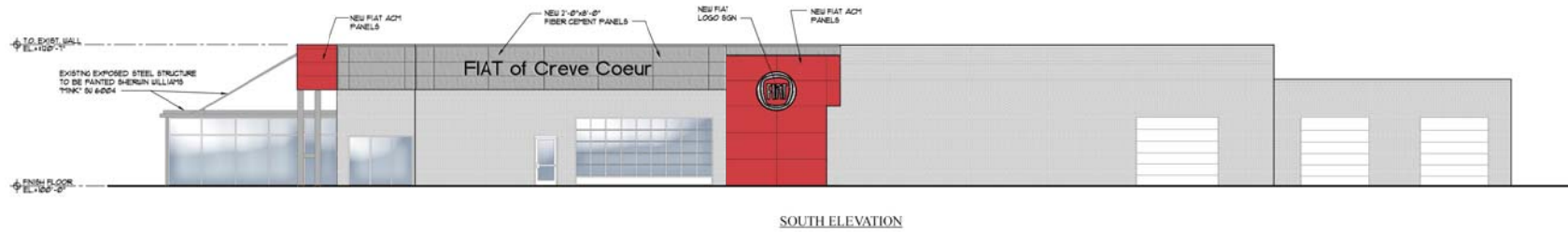
TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT P.C. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

© S.J. HOLLANDER
2011 ARCHITECT, P.C.

Lou Fusz FIAT

900 N. Lindbergh Creve Coeur, MO 63141

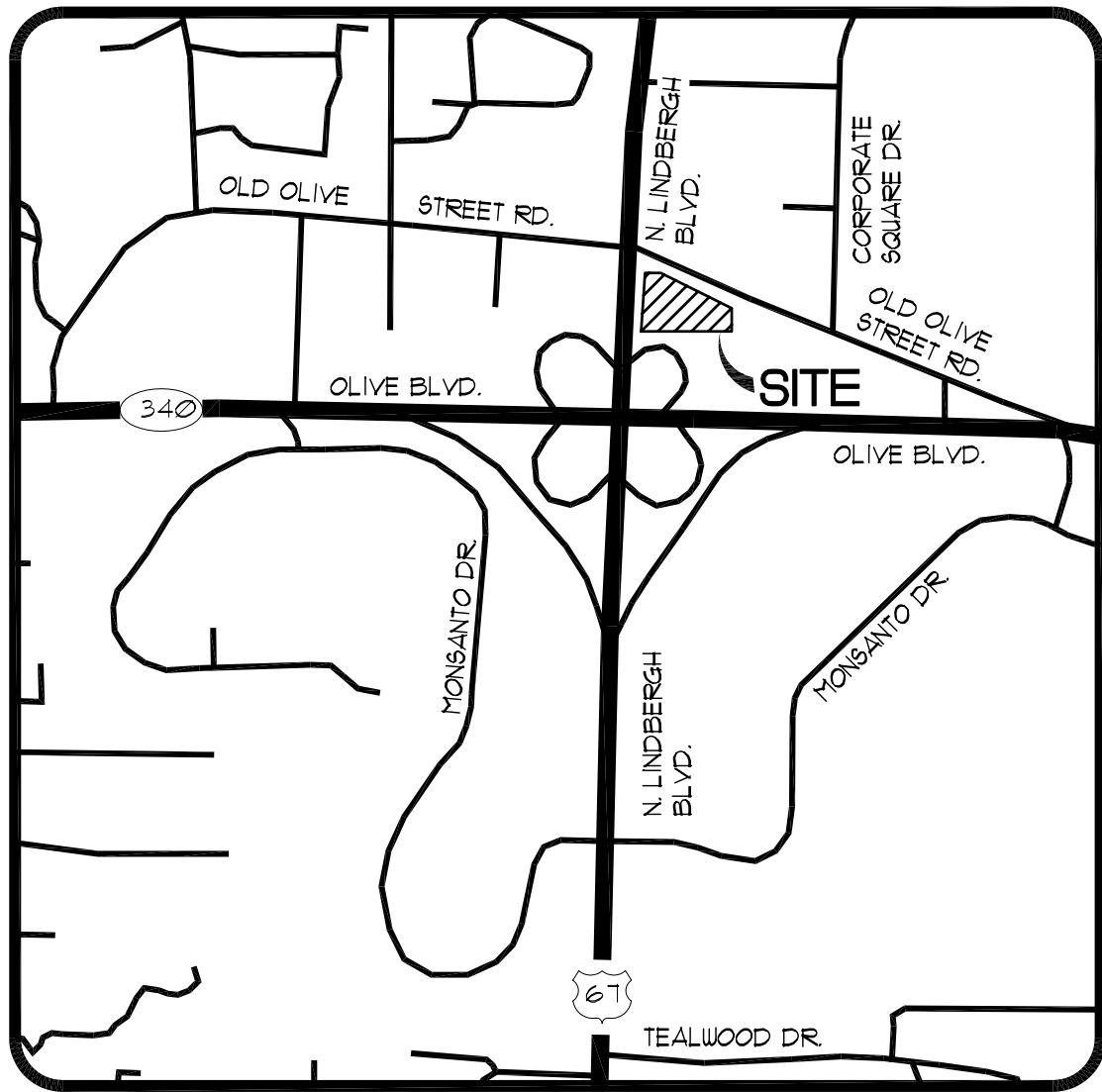


S.J. Hollander Architect P.C.

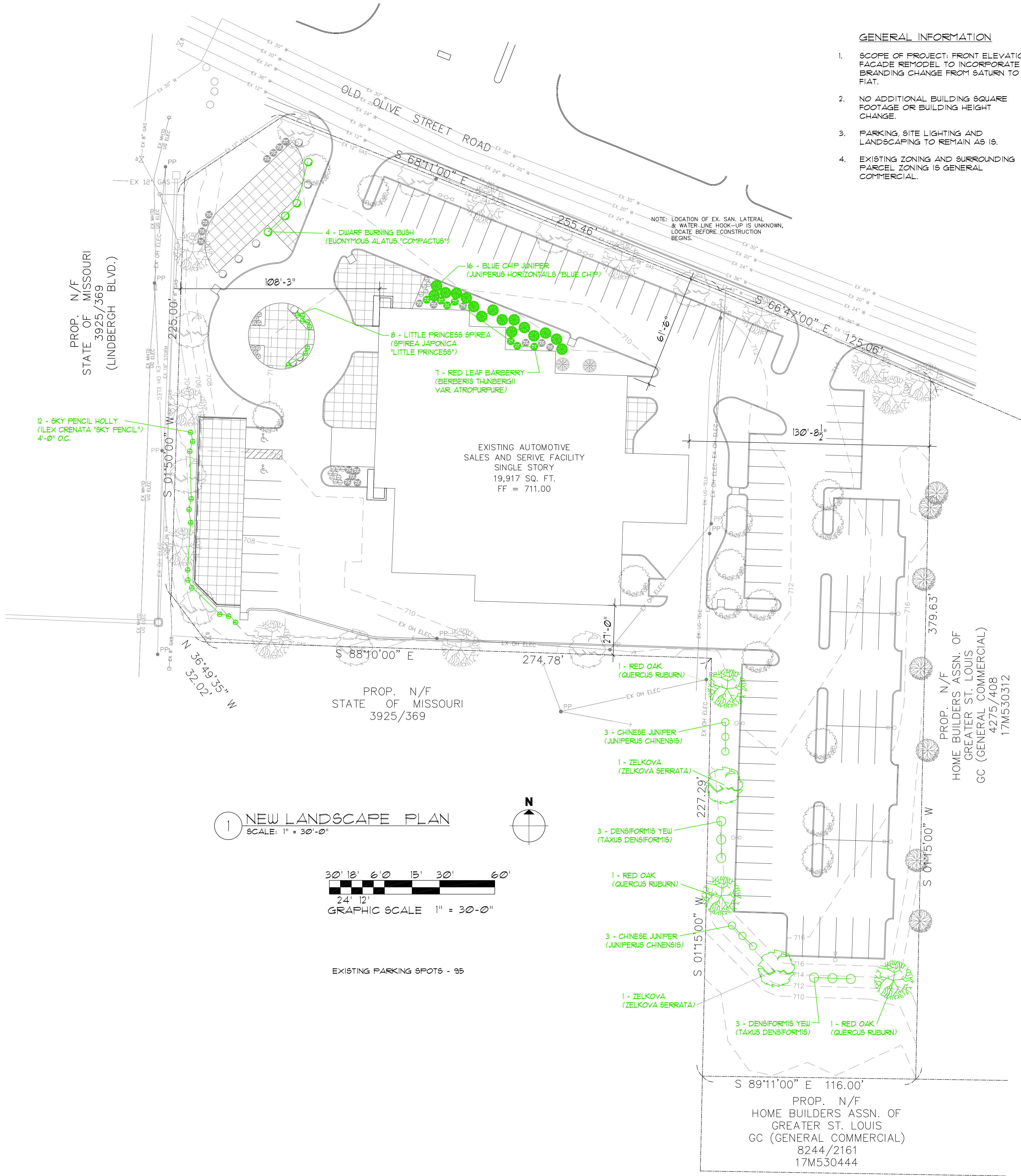
Stephen J. Hollander, AIA
250 First Capital Drive
St. Charles, Missouri 63301
Phone (636) 947-4440 Fax (636) 947-7195

LEGAL DESCRIPTION: A parcel of ground in Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri; said parcel being more particularly described as follows: BEGINNING at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & Stationery Co., recorded in Book 5164, Page 443, St. Louis County Recorder's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Recorder's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 274.78 feet, N 36°49' 35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road; thence S 68°11' E 255.46 feet along the southern line of said Olive Street Road, to the point of beginning, and containing 72,595 Square Feet, or 1.6665 Acres.

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525 Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 427.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of Old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to the point of beginning.



2 LOCATION MAP
SCALE: N.T.S.



GENERAL INFORMATION

- SCOPE OF PROJECT: FRONT ELEVATION FACADE REMODEL TO INCORPORATE BRANDING CHANGE FROM SATURN TO FIAT.
- NO ADDITIONAL BUILDING SQUARE FOOTAGE OR BUILDING HEIGHT CHANGE.
- PARKING, SITE LIGHTING AND LANDSCAPING TO REMAIN AS IS.
- EXISTING ZONING AND SURROUNDING PARCEL ZONING IS GENERAL COMMERCIAL.

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C.. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

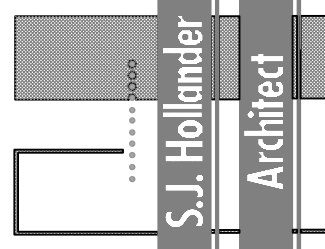
© 2011 S.J. HOLLANDER ARCHITECT, P.C.

Building Exterior Remodel for:
Lou Fusz Fiat
900 N. Lindbergh
Creve Coeur, MO 63141

PROJECT NO.
210047

REVISIONS		
NO.	DATE	ITEM

S.J. Hollander Architect P.C.



DATE
February 24, 2011

SHEET TITLE
Site Plan

SHEET NO.

C1.0



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

Meeting Date: May 23, 2011

To: Honorable Mayor and City Council Members
Mark Perkins, City Administrator

From: Paul Langdon, AICP, Director of Community Development

Subject: P&Z Application #11-004; Lou Fusz Fiat CUP and SDP
900 N. Lindbergh Boulevard

PLANNING AND ZONING COMMISSION ACTION AND DRAFT ORDINANCE

On May 16, 2011, the Planning and Zoning Commission voted 5-0 to recommend approval of an amendment to Conditional Use Permit Ordinance #1921 to allow the new Fiat dealership architecture presented to the Planning Commission on May 16, 2011, and associated landscape plan presented to the Planning Commission on May 2, 2011, as discussed in the staff reports, with the amendment that all of the green space and landscaped areas, as specified in the original conditional use permit, be subject to an irrigation system.

The draft ordinance that was included with the revised elevations presented before the Planning and Zoning Commission on May 16th, has since been revised at the request of the property owners. The prior draft only revised references to the new drawings, incorporated newer City procedural regulations, and eliminated redundant regulations for signs and ordinance validity. No changes to bulk standards, hours of operation or activities were made.

However, the applicant is now requesting that condition #3 of the original ordinance (#1921) regarding the hours of operation be revised to 7:00 A.M. to 9:30 P.M. Monday, Wednesday, and Friday and 7:00 A.M. to 6:30 P.M. Tuesday, Thursday, and Saturday (current condition #8). Further the applicant is asking that the original condition # 9 (current condition #12) be revised from 80% to the current industry standard of not less than 60% of new automobiles and/or certified automobiles available on site.

If there are any remaining questions, the Planning Division staff are available to provide clarification.



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

**APPLICATION TO PLANNING AND ZONING COMMISSION
#11-004 AMENDMENT TO THE CONDITIONAL USE PERMIT
FOR EXTERIOR BUILDING IMPROVEMENTS FOR THE LOU FUSZ FIAT**

FOR THE MEETING OF: May 16, 2011

LOCATION: 900 N. Lindbergh Boulevard

REQUEST:

Stephen Hollander, of S.J. Hollander Architect, on behalf of Lou Fusz Properties LLC, has submitted a request to amend Conditional Use Permit Ordinance #1921 to allow alteration to the existing structure for a new franchise, Lou Fusz Fiat, at 900 N. Lindbergh Boulevard. The property was formerly a Saturn Dealership, and is located north of Olive Boulevard and east of N. Lindbergh Boulevard. The property is currently zoned "GC" General Commercial District.

ADDITIONAL INFORMATION:

Lou Fusz Automotive Network received a conditional use permit for an automobile sales facility to be located in 900 N. Lindberg Blvd (Ordinance #1921) in 1998. Automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions in the "GC" District

Key Issues:

- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

- Commerce Center Action Area
- Design Guidelines

Zoning Code References

- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses

APPLICANTS: Stephen Hollander, AIA
S. J. Hollander Architect, PC
519 First Capitol Drive
St. Charles, MO 63301



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

5/13/2011
Date

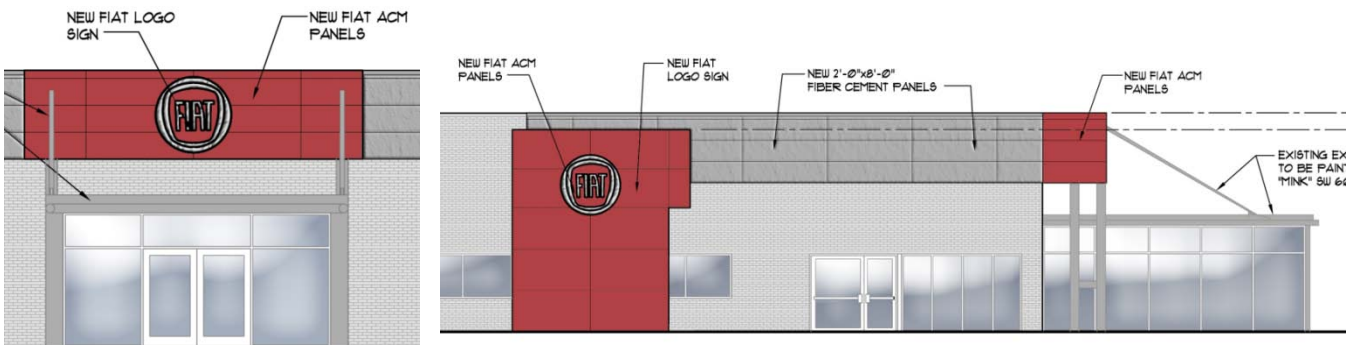
ATTACHMENTS: Applicant's revised elevation drawings, received May 10, 2011
Previous staff reports dated May 2, 2011 and March 31, 2011
Draft ordinance

PROJECT UPDATE AND DISCUSSION

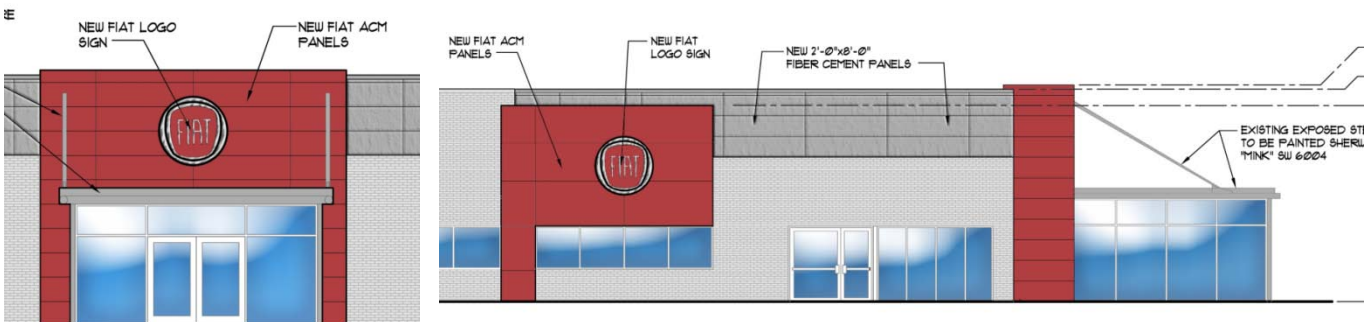
On Thursday, May 5th, the applicant notified Staff that Fiat did not approve of the previous drawings reviewed and approved by the Planning and Zoning Commission, and that he would be submitting new elevation drawings for review. Instead of proceeding with the prior drawings to City Council and potentially having it referred back to the Planning and Zoning Commission, the applicant elected to seek a recommendation on the new drawings. The primary changes involve removing the red ACM surrounding the customer vehicle delivery door on the west elevation, leaving only the red strip at the top, and covering the windows on the north elevations, to have the red panel conform to the standard corporate design.

Below are close-ups of the details of the delivery door on the west elevation and the corporate structure on the north elevation, along with those reviewed at the May 2nd Planning and Zoning Commission meeting for comparison. In the staff opinion, these changes do not provide meaningful changes to the exterior of the building, therefore the prior analysis of the design stands; please refer to the prior staff reports for review. The applicant is not proposing any changes to the previously recommended landscape plan.

Revised details of the west and north elevations submitted May 10, 2011



Details of the west and north elevations reviewed at the May 2, 2011 Meeting.



STATUS OF THE USE

Lou Fusz is currently operating, and may continue to operate, the Fiat Dealership under the prior approved conditional use permit. The only part of discussion with this application is the revision to the landscape plan and modifications to the building.

SUMMARY AND ACTION

If the Commission wishes to seek further changes to the building, staff request that the members provide guidance to the applicant, and then allow them the opportunity to revise their drawings appropriately.

If the members of the Commission wish to proceed to a recommendation on the current drawings, a draft ordinance is attached to include conditions outlined at the prior meeting and references to the current elevations.

MOTION

If the Commission wishes to continue the application to allow the applicant time to further revise their proposal, the following would be an appropriate motion:

“I move to continue Application #11-004, to the meeting of June 6, 2011, to allow the applicant time to address the concerns of the members of the Planning Commission and work with staff for further revisions that meet with the Comprehensive Plan and the Design Guidelines.”

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

“I move to recommend approval of an amendment to Conditional Use Permit Ordinance #1921, to allow the new Fiat Dealership architecture presented to the Planning and Zoning Commission on May 16, 2011, and the associated landscape plan presented and discussed in the staff reports on Application #11-004, dated May 2nd, 2011.” (Conditions may be added, eliminated, or modified by preceding motion)

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

**APPLICATION TO PLANNING AND ZONING COMMISSION
#11-004 AMENDMENT TO THE CONDITIONAL USE PERMIT
FOR EXTERIOR BUILDING IMPROVEMENTS FOR THE LOU FUSZ FIAT**

FOR THE MEETING OF: May 2, 2011

LOCATION: 900 N. Lindbergh Boulevard

REQUEST:

Stephan Hollander, of S.J. Hollander Architect, on behalf of Lou Fusz Properties LLC, has submitted a request to amend Conditional Use Permit Ordinance #1921 to allow alteration to the existing structure for a new franchise, Lou Fusz Fiat, at 900 N. Lindbergh Boulevard. The property was formerly a Saturn Dealership, and is located north of Olive Boulevard and east of N. Lindbergh Boulevard. The property is currently zoned "GC" General Commercial District.

ADDITIONAL INFORMATION:

Lou Fusz Automotive Network received a conditional use permit for an automobile sales facility to be located in 900 N. Lindberg Blvd (Ordinance #1921) in 1998. Automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions in the "GC" District

APPLICANTS: Stephan Hollander, AIA
S. J. Hollander Architect, PC
519 First Capitol Drive
St. Charles, MO 63301

Key Issues:

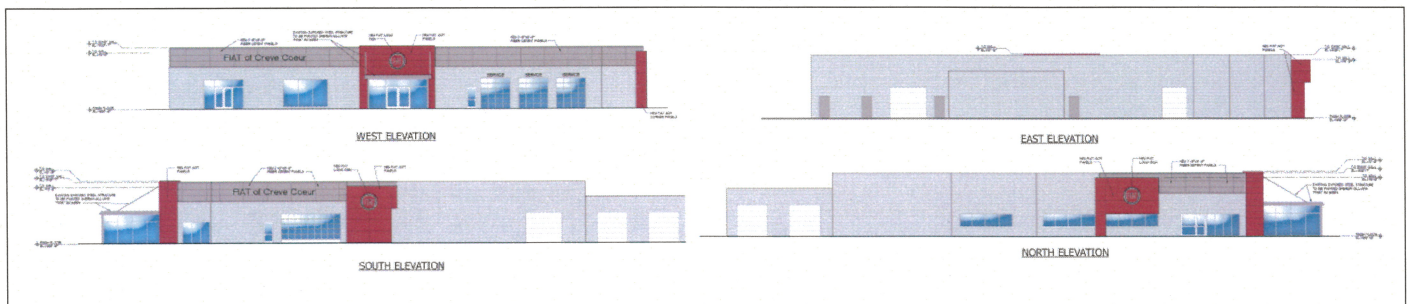
- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

- Commerce Center Action Area
- Design Guidelines

Zoning Code References

- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

4/29/2011
Date

ATTACHMENTS: Applicant's Revised Elevation Drawings received, April 14, 2011 and Landscape Plan, received April 28, 2011
Previous Staff Report dated March 31, 2011

PROJECT UPDATE AND DISCUSSION

The applicant has submitted revised elevation drawings and a landscape plan in response to the direction received from the April 4th Planning and Zoning Commission meeting. The primary changes involve surrounding the customer vehicle delivery door with the red cladding and carrying the fiber-cement board around to the sides of the building where it terminates in more red cladding. The landscape plan has also been modified to include planting around the southeast parking lot, and along the wall facing Lindbergh Boulevard, as well as replacing the remainder of plants lost from the original plan.

Architectural Modifications

While the focus on the delivery door is a positive change and the only typical use of the red cladding is on the south wall, the changes do not really represent a creative use of materials. In staff opinion, such simplistic use of gray fiber-cement panels on a gray masonry wall is not an effective use of funds or materials; simply taking the prior concept and tweaking the quantities does not advance the design quality to a higher level. It is true that the existing building architecture offers few opportunities for an effective architectural design study. In such instances, there are two better alternatives to simply hanging product branding on the exterior:

1. Accentuate the structure with clean, complimentary accents; more of an international style. In the examples at right and below, three small, commercial buildings illustrate some basic techniques of creating visual interest without the use of meaningless decoration; the lower right example is even an old automobile dealership. All make use of strong geometric forms that are also intrinsic to the structure and function of the building, not just added to the façade. All provide cover from the sun and rain at the entrances and all make high use of the land available. It is important to note that the international style should not be synonymous with “stripped down” or generic. When well used, the style also has visual impact.



2. Use the basic structure as a canvas for a bold, expressive re-facing; more of a post-modernist approach. In this case, and for something truly effective, staff would encourage the Commission to consider relaxing the exposed brick requirement. The Commission should also note that this approach would require an extensive amount of custom work as illustrated by the examples at right and below. Effective use of postmodernism requires the designer to consider the geographic, cultural and historical context of the building and then integrate icons or symbols of that context into the structure. Unlike the international style, the designer is free to explore design elements whose only purpose is an inferred meaning rather than an operational function.



The purpose of these illustrations is not to provide the applicant with a prescriptive solution, but instead to point out that visual interest can be accomplished in many ways and with varying degrees of investment without relying on simplistic corporate decoration. To that end, staff views the changes proposed as essentially the same as what was presented at the prior meeting, just stretched around to the south and north facades, with little change to the corporate architecture. Therefore, the analysis of the design in the previous report stands. Please refer to the staff report dated March 31st for discussion of the Design Guidelines and the Comprehensive Plan, and provide further direction of the use and scale of the corporate architecture/signage for the building.

Landscape Modifications

The landscape plan was revised to include additional planting around the southeast parking area, backfill the plants lost from the previously approved plan, and add plants along the high retaining wall facing Lindbergh Boulevard. These changes bring the plan into substantial conformance with the existing plan, the Comprehensive Plan and the Zoning Code. It should be acknowledged that there are some unplanted areas in the northeast portion of the site adjacent to

the building and in the parking lot. While the current proposal does not create any impacts that would necessitate additional plants in these areas, staff suggest that doing so would further improve the property.

SUMMARY AND ACTION

The improvements to the landscape plan are generally acceptable although further, minor changes are desirable. The building elevations have been changed, although it is difficult to say that they are anything more than more of the same approach. As with the prior submittal, resolving the architectural issues could result in significant changes to the proposal, so a draft approval ordinance is not attached.

If the Commission wishes to seek further changes to the building, staff request that the members provide guidance to the applicant, citing the above examples, and then allow them the opportunity to revise their drawings appropriately. If the members of the Commission wish to proceed to a recommendation on the current drawings, a draft ordinance will be provided to the City Council that amends the current conditional use permit by stipulating to the current proposal.

MOTION

If the Commission wishes to continue the application to allow the applicant time to further revise their proposal, the following would be an appropriate motion:

“I move to continue Application #11-004, to the meeting of May 16th, 2011, to allow the applicant time to address the concerns of the members of the Planning Commission and work with staff for further revisions that meet with the Comprehensive Plan and the Design Guidelines.”

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

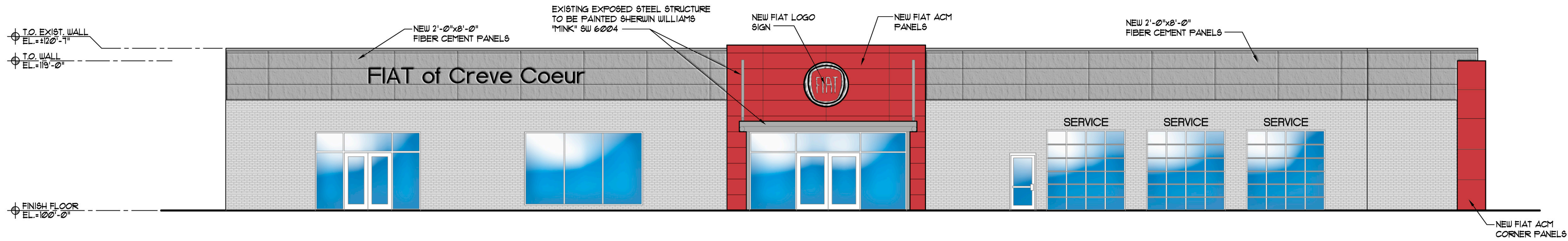
“I move to recommend approval of an amendment to Conditional Use Permit Ordinance #1921, to allow the new Fiat Dealership architecture and associated landscape plan presented to the Planning Commission on May 2nd, 2011, and discussed in the staff report on Application #11-004, dated May 2nd, 2011.”

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

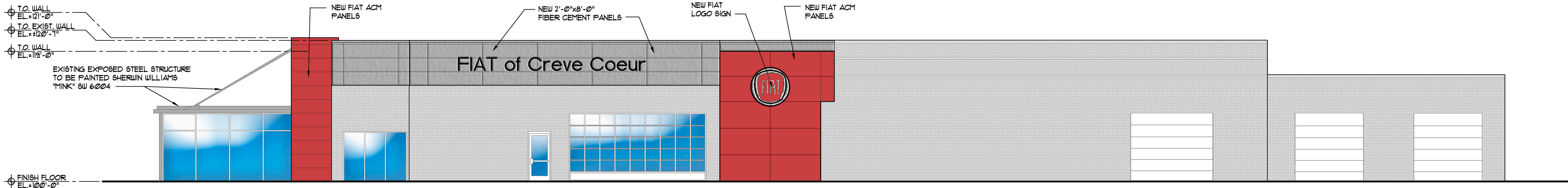
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

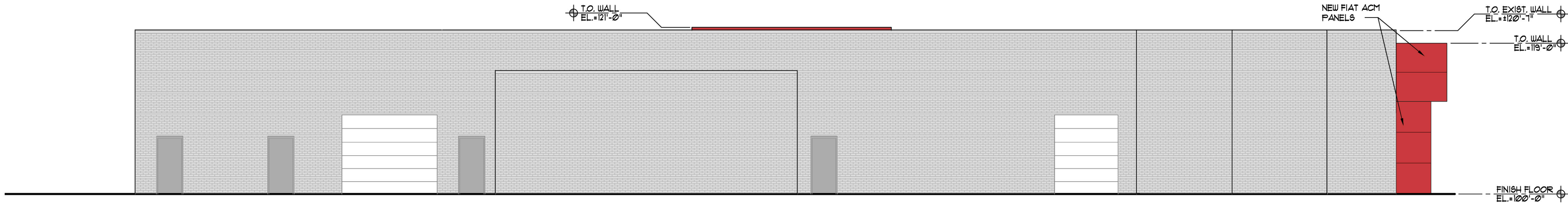
Included and attached by reference. See body of report for specific excerpts.



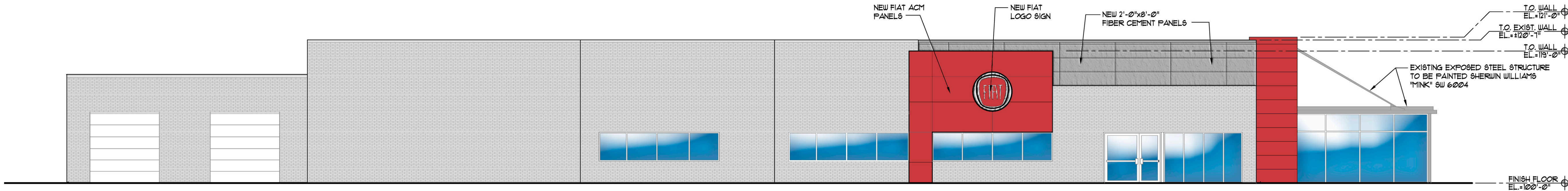
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

© S.J. HOLLANDER
2011 ARCHITECT, P.C.

Lou Fusz FIAT

900 N. Lindbergh Creve Coeur, MO 63141

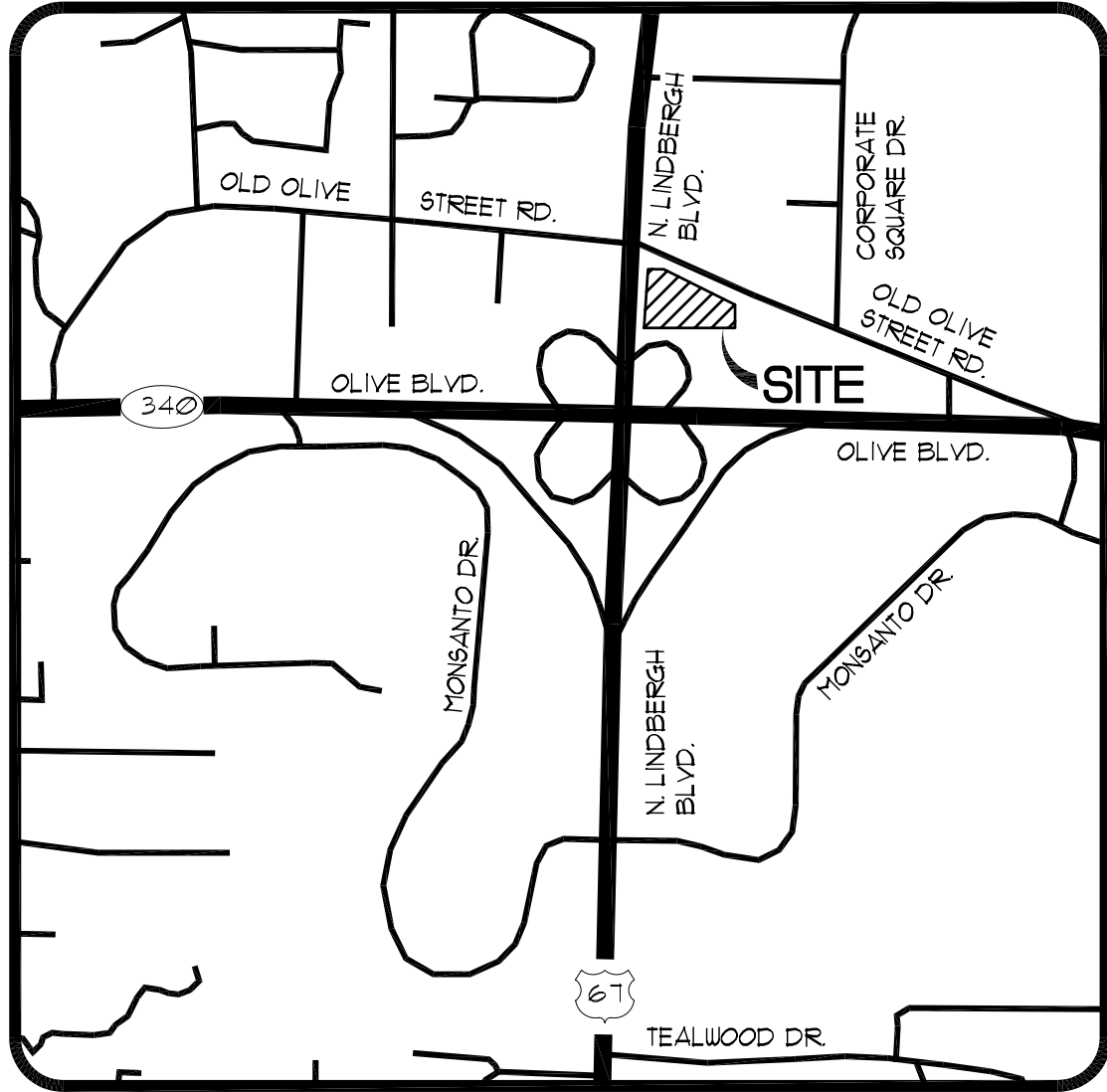


S.J. Hollander Architect P.C.

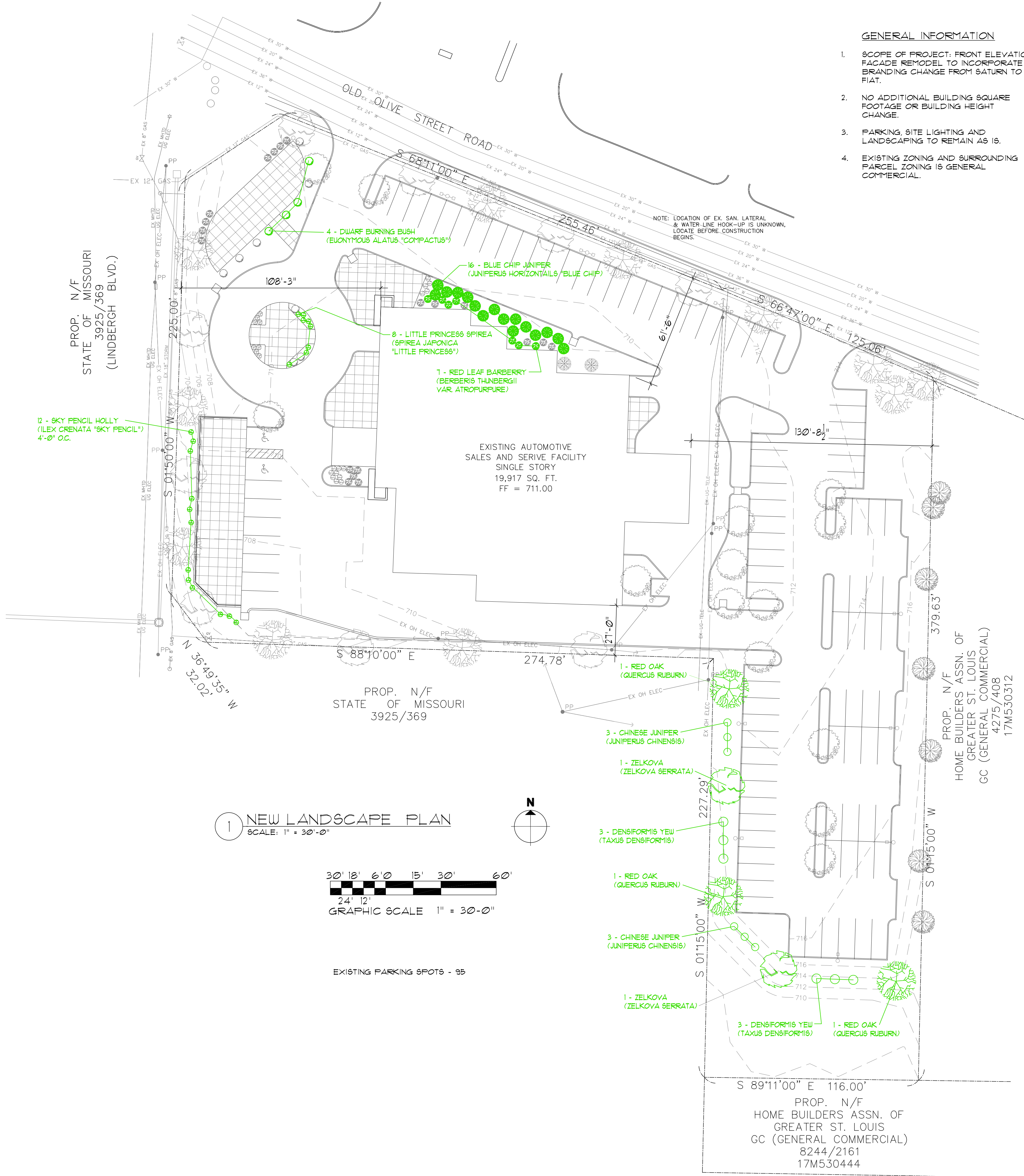
Stephen J. Hollander, AIA
519 First Capitol Drive
St. Charles, Missouri 63301
Phone (636) 947-4140 Fax (636) 947-7195

LEGAL DESCRIPTION: A parcel of ground in Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri; said parcel being more particularly described as follows: BEGINNING at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & Stationery Co., recorded in Book 5164, Page 443, St. Louis County Recorder's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Recorder's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 274.78 feet, N 36°49' 35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road; thence S 68°11' E 255.46 feet along the southern line of said Olive Street Road, to the point of beginning, and containing 72,595 Square Feet, or 1.6665 Acres.

A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525 Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 427.29 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of Old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to the point of beginning.



2 LOCATION MAP
SCALE: N.T.S.



GENERAL INFORMATION

- SCOPE OF PROJECT: FRONT ELEVATION FACADE REMODEL TO INCORPORATE BRANDING CHANGE FROM SATURN TO FIAT.
- NO ADDITIONAL BUILDING SQUARE FOOTAGE OR BUILDING HEIGHT CHANGE.
- PARKING, SITE LIGHTING AND LANDSCAPING TO REMAIN AS IS.
- EXISTING ZONING AND SURROUNDING PARCEL ZONING IS GENERAL COMMERCIAL.

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C.. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

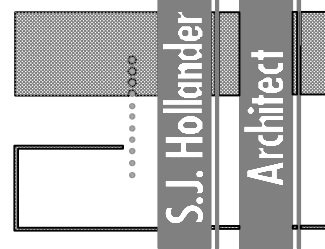
© 2011 S.J. HOLLANDER ARCHITECT, P.C.

Building Exterior Remodel for:
Lou Fusz Fiat
900 N. Lindbergh
Creve Coeur, MO 63141

PROJECT NO.
210047

REVISIONS		
NO.	DATE	ITEM

S.J. Hollander Architect P.C.



DATE
February 24, 2011

SHEET TITLE
Site Plan

SHEET NO.

C1.0



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION #11-004 AMENDMENT TO THE CONDITIONAL USE PERMIT FOR EXTERIOR BUILDING IMPROVEMENTS FOR THE LOU FUSZ FIAT

FOR THE MEETING OF: April 4, 2011

LOCATION: 900 N. Lindbergh Boulevard

REQUEST:

Stephan Hollander, of S.J. Hollander Architect, on behalf of Lou Fusz Properties LLC, has submitted a request to amend Conditional Use Permit Ordinance #1921 to allow alteration to the existing structure for a new franchise, Lou Fusz Fiat, at 900 N. Lindbergh Boulevard. The property was formerly a Saturn Dealership, and is located north of Olive Boulevard and east of N. Lindbergh Boulevard. The property is currently zoned "GC" General Commercial District.

ADDITIONAL INFORMATION:

Lou Fusz Automotive Network received a conditional use permit for an automobile sales facility to be located in 900 N. Lindberg Blvd (Ordinance #1921) in 1998. Automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions in the "GC" District

Key Issues:

- Does the request still meet the criteria for a conditional use permit?
- Does the request further the goals and/or implement the Comprehensive Plan?

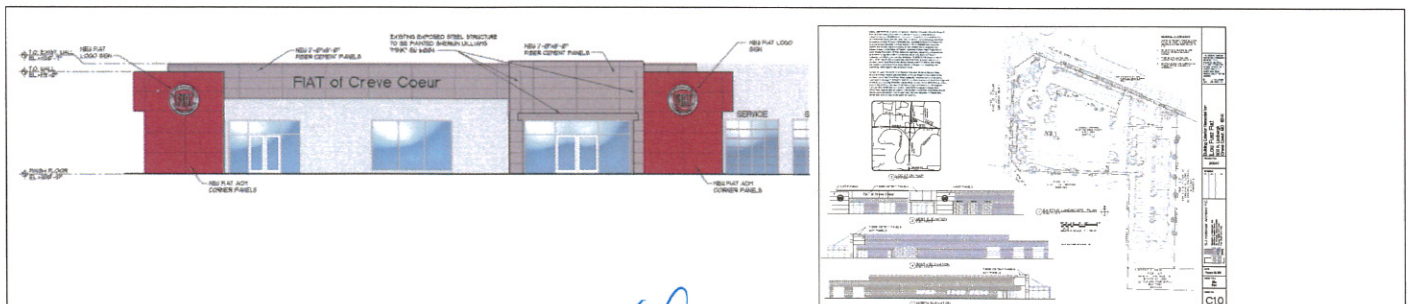
Comp. Plan References

- Commerce Center Action Area
- Design Guidelines

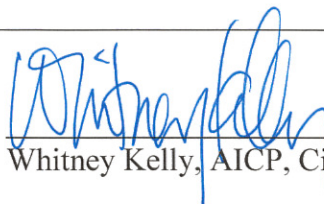
Zoning Code References

- Section 405.360: "GC" General Commercial District
- Section 405.470: Conditional Uses

APPLICANTS: Stephan Hollander, AIA
S. J. Hollander Architect, PC
519 First Capitol Drive
St. Charles, MO 63301



REPORT PREPARED BY:


Whitney Kelly, AICP, City Planner


Date

ATTACHMENTS: Applicant's Application Materials Received March 22, 2011
Ordinance #1921

INTRODUCTION

Stephan Hollander, of S.J. Hollander Architect, on behalf of Lou Fusz Properties LLC, has submitted a request to amend the conditional use permit for building alterations to the existing structure for a new franchise, Lou Fusz Fiat Dealership, at 900 N. Lindbergh Boulevard. The property was formerly used as the Lou Fusz Saturn Dealership, and is located north of Olive Boulevard and east of N. Lindbergh Boulevard. The property is currently zoned “GC” General Commercial District and automotive dealers including motor vehicle dealers (new or new and used) are permitted with conditions by the City Council. Building alterations include only a west façade remodel for Fiat branding with large scale use of “Alpolic”, architectural metal panels, in the Fiat “corporate” red color and grey fiber concrete panels. The applicant is not proposing any other building additions, changes in the square footage, parking lot lighting, nor landscaping.

BACKGROUND AND EXISTING CONDITIONS

Lou Fusz Automotive Network received a conditional use permit for an automobile sales facility to be located in 900 N. Lindberg Blvd (Ordinance #1921) in 1998. Conditions of the permit included:

- (2.) The development of the automobile sales facility shall be in accordance with the revised plans prepared by Musler Engineering Company dated Nov. 21, 1997, 1998 and approved by the Creve Coeur City Council, or as further revised and approved by the City of Creve Coeur.
- (5.) All signs for the automobile sales facility must be in conformance with the City’s Sign Ordinance.
- (7.) An underground irrigation system shall be installed and maintained to serve all green and/or landscaped area identified on the site development plan.
- (11.) Any future enlargement or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the conditional use permit before a building permit for the enlargement or alteration may be issued.
- (16.) The proposed building shall be, at a minimum constructed on three sides (north, south and west) with brick masonry.

The applicants are not proposing any changes to the existing landscape as a part of this project. However, the existing landscaping has deteriorated to the point that it no longer matches the approved landscape design as required by the Conditional Use Permit Ordinance #1921. Also, the proposed façade changes will create a false façade covering the existing brick masonry on the west, in violation of the condition #16 of the permit (see above). While visiting the site, Staff also noticed that many of the windows and service doors were completely covered with signage in violation of the City’s Sign Ordinance, as well as the Conditional Use Permit (#4 above).

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	“GC” General Commercial	Old Olive Street Road
South	Monsanto	“RO” Research Office	Olive Boulevard
East	Office	“GC” General Commercial	N/A
West	Auto Dealer and Office	“GC” General Commercial	N. Lindbergh Boulevard

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Commerce Center Action Area on the east end of the Olive Boulevard corridor which encourages improving the quality of development through enforcement of the City's Design Guidelines, and ensuring that redevelopment plans include the "green line" park; and, upgrading the architectural quality of the building stock as businesses expand or redevelop (Residential Preservation and Economic Development and Community Health and Connectivity). The subject property location is highly visible and within a significant location in the City of Creve Coeur. Satisfying these guidelines is an important expectation of the Comprehensive Plan and always a matter of review with every proposal before the City.

DESIGN GUIDELINES REVIEW

The Design Review Guidelines provide specific direction for the redevelopment of properties:

Chapter 2 / Buildings

C. Design

- 1. A diversity of high quality architectural design is strongly encouraged. Building design should incorporate a clear and well articulated design concept.*
- 6. Buildings that are stylized in an attempt to use the building itself as advertising are strongly discouraged, particularly where the proposed architecture is the result of a "corporate" or franchise style.*
- 8. All elevations should receive equal design consideration as the primary elevation. Rear and side facades should be designed with similar architectural detailing and materials to be compatible with the principal facades of the buildings, All elevations of the building are to be submitted for review.*

D. Relationship to Neighboring Development

- 1. Architectural design should be compatible with the developing character of the neighborhood area. Design compatibility includes complementary building style, form, size, color, and materials.*
- 2. Building color should be compatible with the neighborhood and should reinforce the visual character of the environment of the proposed buildings. The color should not be such that the building is competing for attention. Building colors should be subdued and not garish, and should not, in any way, constitute "signing" of the building or site.*
- 3. Building color should be compatible with the neighborhood and should reinforce the visual character of the environment of the proposed buildings. The color should not be such that the building is competing for attention. Building colors should be subdued and not garish, and should not, in any way, constitute "signing" of the building or site.*

E. Materials/Colors

- 1. Materials should have good architectural character, be durable, and be selected for their compatibility with adjoining building and properties. Natural, traditional building materials are encouraged. A preference should be given toward "green" building materials that can be recycled. Highly reflective and/or synthetic materials are discouraged.*
- 2. Exterior materials should be selected based on their durability and appropriateness for their intended function. Special attention should be given*

to the durability of materials used around the ground floor of the building. Preferred building materials include stone, brick, architectural precast concrete, aluminum and glass. The materials selected should require minimal maintenance. Their color should be integral to the materials and not be painted on.

- 3. Exterior insulating finishing systems (EIFS) and concrete masonry should not be the predominant building materials. EIFS should be used as a way to accentuate an architectural element and should be limited to area not subject to damage or abuse. Concrete masonry should be limited to split face or burnished units.*
- 4. Architectural consistency of colors, materials and detailing are to be provided between all building elevations. False or decorative façade treatments, where one or more unrelated materials are placed upon the building should be avoided. Large parapet walls should reflect the function behind them should not be freestanding. All elevations need not look alike; however, a sense of overall architectural continuity is strongly encouraged.*
- 5. Material or color changes should occur at a change of plane. Materials or color changes at the outside corners of structures that give the impression of "thinness" and artificiality of the material are discouraged. Inconsistent adornment and frequent changes in material should be avoided.*

Chapter 4 / Landscape Design

- 1. The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept.*

Chapter 5 / Miscellaneous

H. Retaining Walls

- 1. Minimize the height and length of retaining walls and screen with appropriate landscaping. Retaining walls should be designed to incorporate elements of other architectural features or natural features of the project.*

The applicant is proposing to cover much of the existing brick on the west façade of the building with architectural metal panels (Alpolic-aluminum composite materials) of a red corporate color as a branding for the Fiat franchise, and with grey fiber cement panels. While the use of the fiber cement panels meet the expectation of a durable material, overall, the proposed changes do not meet with the guidelines of the Comprehensive Plan, nor the Design Guidelines of the City of Creve Coeur, to wit:

- The red would constitute branding of the building to act as advertising in the Fiat franchise style,
- Not all elevations are treated equally,
- The use of the Alpolic and fiber cement panels would cover the existing brick façade creating a false or decorative façade treatment,
- And, the use of materials that give the impression of thinness at corners and lack of change of material at a change of the plane of the building.

Further these changes do not meet with the intention of the original Conditional Use Permit of requiring that at a minimum the south, west, and north façade consist of brick masonry.

Therefore, staff recommends that the Commission members provide direction to the applicant regarding the level of redesign, and allow time for the applicant to incorporate your suggestions before any recommendation can be made to the City Council.

LANDSCAPE REVIEW

As stated above, the applicants are not proposing any changes to the existing landscape. However, the current condition of the site:

- Does not meet with the landscape plan approved by City Council as a condition of the original Conditional Use Permit.
- Does not provide screening of the retaining wall at the south west corner,
- Does not meet with the “green-like” park objectives of the Comprehensive Plan,
- Does not provide for a high quality design that accentuates the building and site,
- Does not softens the effects of parking area, and
- Does not enhance the quality of life of the City.

Staff recommends that the applicant submit a revised landscape design for further Planning and Zoning Commission review that meets with the goals and objectives of the Comprehensive Plan.

ZONING REVIEW

The subject property is located in the “GC” General Commercial District (Section 405.360) where the City Council may authorize automotive dealers (new or new and used) by conditional use permit as provided in Section 405.1070, based on the criteria in Section 405.470, after receipt of the recommendation of the Planning and Zoning Commission and subject to such other restrictions and conditions as are deemed necessary. The Fiat Dealership is locating in an existing facility with a prior approved conditional use permit for an automotive dealership, where all of the requirements for such use, as provided in Section 405.470: *Conditional Uses* were deemed to have been met under the expectations and Comprehensive Plan as they existed in 1998. These factors have changed, especially as they relate to the adoption of the new Comprehensive Plan in 2002.

Section 405.1070(E)(4) Standards for Conditional Use Permits states that the City Council shall not approve a conditional use unless it finds that unless it meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom. While the applicant is utilizing a current conditional use permit and the prior development property continues to meet the bulk standards of the “GC” district, neither the site nor the proposed changes meet with the intent of the original approved plans for the Conditional Use Permit, nor with the goals and objectives of the Comprehensive Plan.

Staff recommends that the Commission members provide direction regarding the redesign of the site modifications to meet with the goals and objectives of the Comprehensive Plan.

SIGN CODE VIOLATIONS

While visiting the site, Staff noticed several Sign Code violations that included illegal banners, and windows and doors completely covered with signage. Staff request that all illegal signage be removed prior to any Commission action. Staff also request a condition include that no additional signage for the property be allowed other than the name and logo of the dealership,

similar to that shown in drawings, and as otherwise allowed by the Sign Regulations for the City of Creve Coeur.

PROPERTY MAINTENANCE

While visiting the property, Staff has found the following property maintenance problems:

- Unsecured dumpster enclosure
- Inoperable vehicles and trailers stored on site
- Apparent leak in water service
- Landscaping not properly maintained

Staff recommends that direction include addressing all property maintenance issues prior to further review of the application and recommendation to City Council to amend the Conditional Use Permit.

SUMMARY

To summarize, the following issues need to be resolved:

- Submitting a landscape plan that furthers the goals and objectives of the Comprehensive Plan and the conditions listed in Ordinance #1921
- Limiting the generic corporate architecture
- Limiting façade treatments that are not designed equally on all sides of the building, and coverage of the existing brick with branding architectural treatments
- Screening dumpster locations
- Repairing apparent leak from water shut off.
- Eliminating violations of the City's Sign Regulations.

Given that resolving some of these issues could result in significant changes to the proposal, it is not possible to draft an effective approval ordinance. It is recommended that the Planning Commission provide guidance to the applicant on the above issues, and allow them the opportunity to revise their drawings appropriately. After the project is revised, a draft ordinance can be created that accurately reflects what is proposed and what is expected by the Commission.

ACTION

Although staff recommends that the Planning and Zoning Commission not take any action on a recommendation for this item at this time, a motion is required. (see below)

MOTION

The following is an example of an appropriate motion for this application:

“I move to continue Application #11-004 to the meeting of April 19, 2011, to allow the applicant time to address the concerns of the members of the Planning Commission and staff.”

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

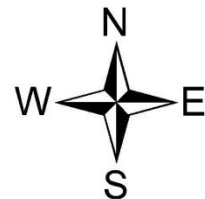
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP



Legend

-  Property Lines
-  900. N. Lindbergh Boulevard



APPENDIX 4: SITE PHOTOGRAPHS Application #11-004	Photo Date: 02/28/2011
	Description: View looking east from the Lindbergh and Olive Boulevards interchange. Notice the lack of landscaping and screening of the retaining walls along Lindbergh and Olive Boulevards.
	Description: View looking south from Old Olive Street Road.
	Description: View looking north from Olive Boulevard, just east of the Lindbergh interchange. Notice the lack of landscaping along Olive Boulevard.



Description: View of improperly enclosed dumpster on site.



Description: Example of illegal banner, window and door signs throughout the property.

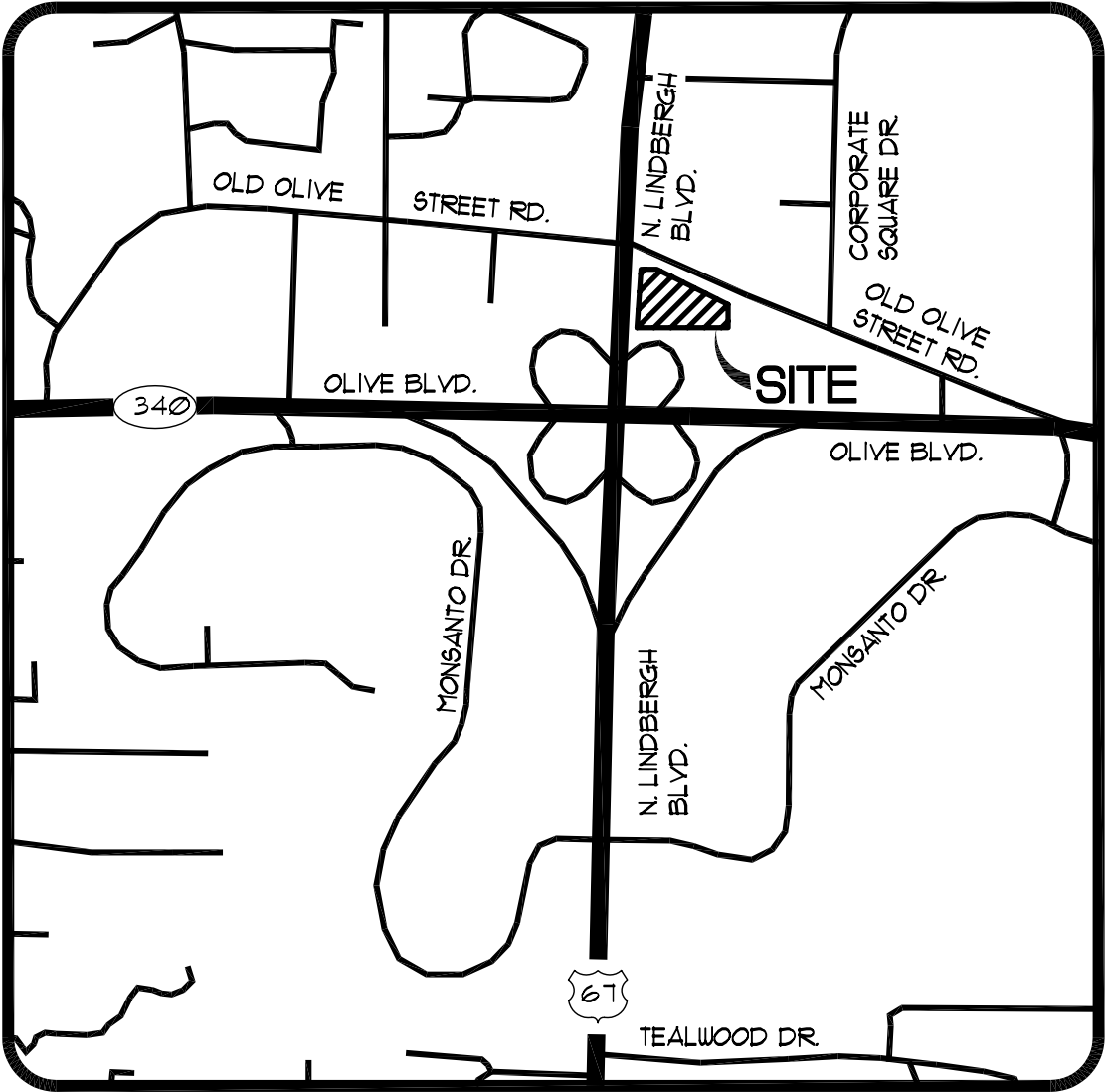


Description: View of the west façade from the southwest corner of the property.

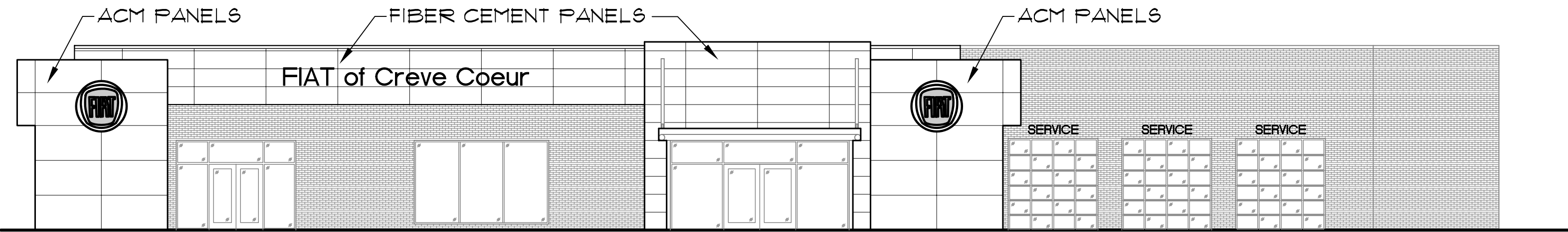
	Description: View of more illegal window signage, and remnants of the prior landscaping not maintained.
	Description: Apparent evidence of leak from water shut-off that needs repairing.

LEGAL DESCRIPTION: A parcel of ground in Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri; said parcel being more particularly described as follows: BEGINNING at the point of intersection of the southern line of Olive Street Road, 60 feet wide, with the eastern line of property described in deed to Comfort Printing & Stationery Co., recorded in Book 5164, Page 443, St. Louis County Recorder's Office; thence S 1°15' W 200.00 feet along the eastern line of said Comfort property, to the northern line of property described in deed to the State of Missouri, recorded in Book 3925, Page 369, St. Louis County Recorder's Office; thence in a generally westwardly and northwardly direction along the northern and eastern line of said State of Missouri property, the following courses and distances: N 88°10' W 214.18 feet, N 36°49' 35" W 32.02 feet, N 1°50' E 225.00 feet and N 56°31'50" E 64.53 feet, to the southern line of said Olive Street Road; thence S 68°11' E 255.46 feet along the southern line of said Olive Street Road, to the point of beginning, and containing 12,595 Square Feet, or 16665 Acres.

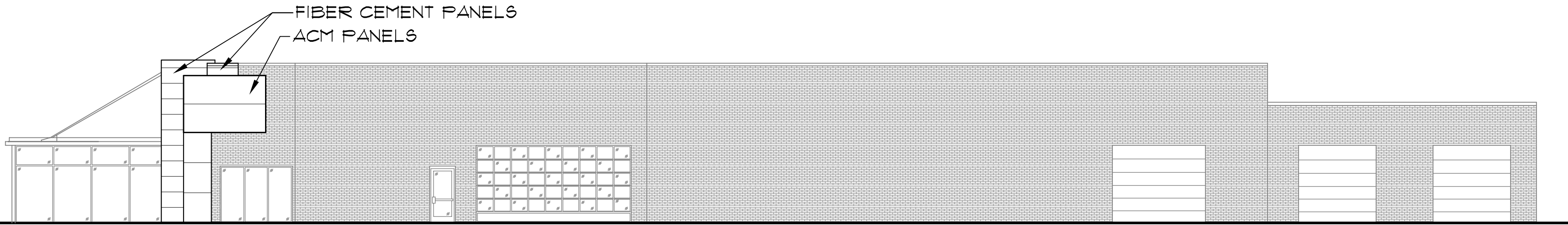
A tract of land in the North 1/2 of Section 1, Township 45 North, Range 5 East, St. Louis County, Missouri, and described as follows: Beginning at a point in the southern line of Old Olive Street Road, being the northwest corner of property conveyed to George M. Schaeffer and wife, by deed recorded in Book 525 Page 520 of the St. Louis County Records; thence along the west line of Schaeffer's property, South 1 degree 15 minutes West 421.23 feet to a point; thence South 89 degrees 11 minutes East 116.00 feet to a point; thence North 1 degree 15 minutes East, 379.63 feet, more or less, to a point in the southern line of Old Olive Street Road; thence along the southern line of said road, North 66 degrees 47 minutes West, 125.06 feet, more or less, to the point of beginning.



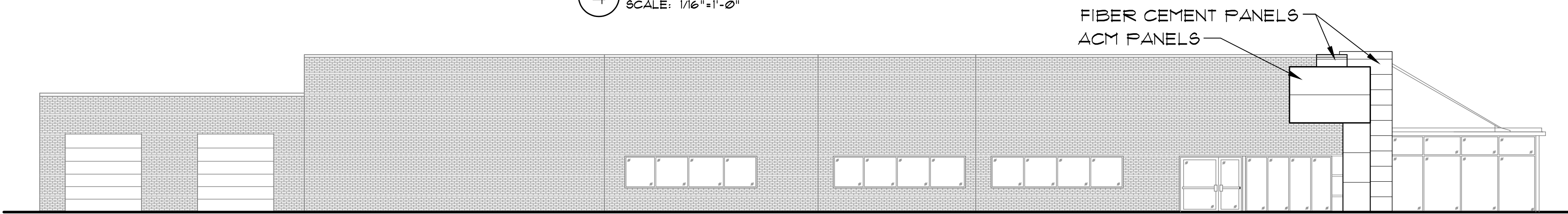
2 LOCATION MAP
SCALE: N.T.S.



3 WEST ELEVATION
SCALE: 1/16"=1'-0"

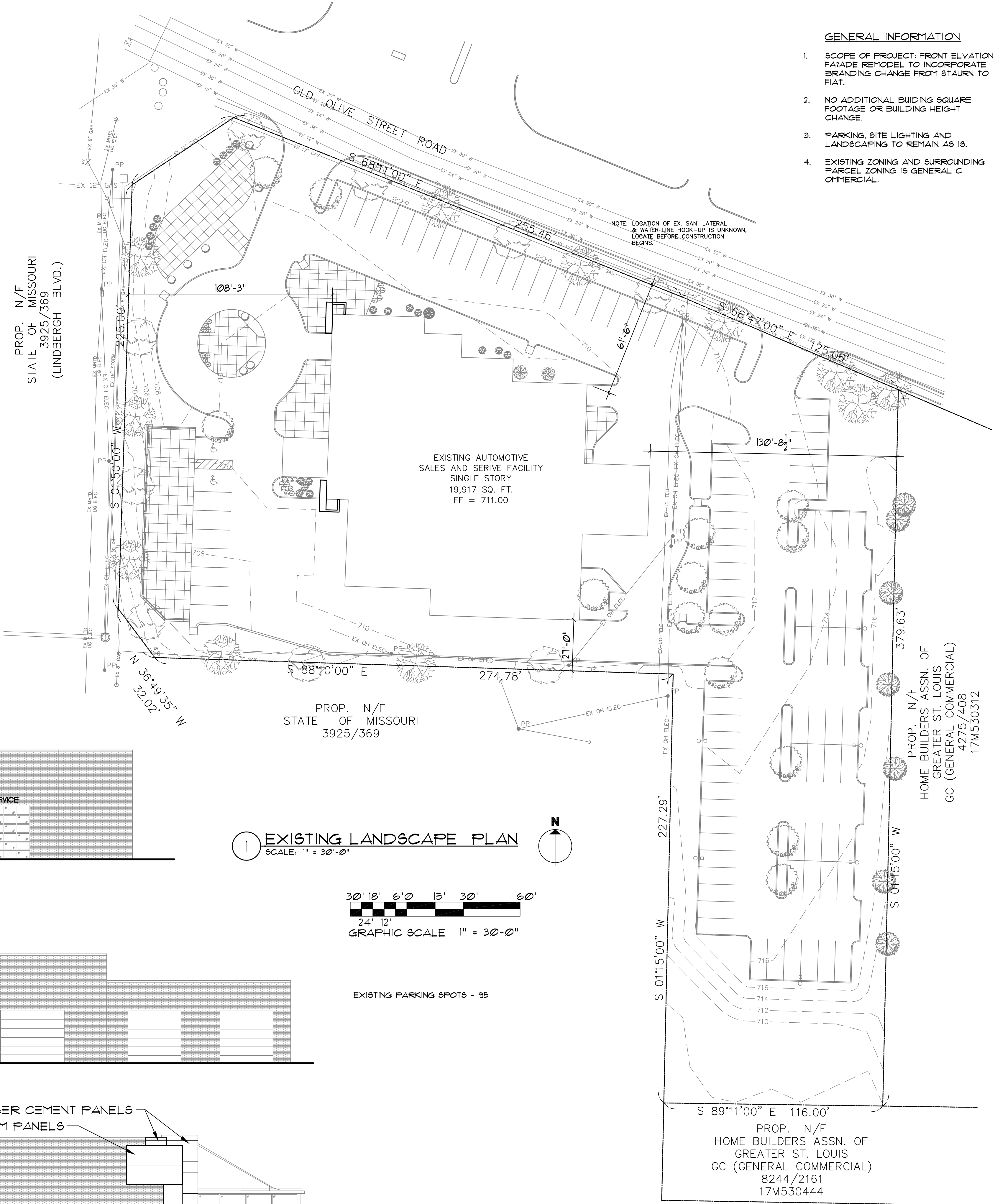


4 SOUTH ELEVATION
SCALE: 1/16"=1'-0"



5 NORTH ELEVATION
SCALE: 1/16"=1'-0"

PROP. N/F
STATE OF MISSOURI
3925/369
(LINDBERGH BLVD.)



GENERAL INFORMATION

- SCOPE OF PROJECT: FRONT ELEVATION FAIADE REMODEL TO INCORPORATE BRANDING CHANGE FROM STAURN TO FIAT.
- NO ADDITIONAL BUILDING SQUARE FOOTAGE OR BUILDING HEIGHT CHANGE.
- PARKING, SITE LIGHTING AND LANDSCAPING TO REMAIN AS IS.
- EXISTING ZONING AND SURROUNDING PARCEL ZONING IS GENERAL C COMMERCIAL.

THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C.. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

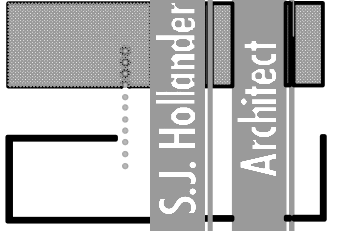
© S.J. HOLLANDER
2011 ARCHITECT, P.C.

Building Exterior Remodel for:
Lou Fusz Fiat
900 N. Lindbergh
Creve Coeur, MO 63141

PROJECT NO.
210047

REVISIONS		
NO.	DATE	ITEM

S.J. Hollander Architect P.C.

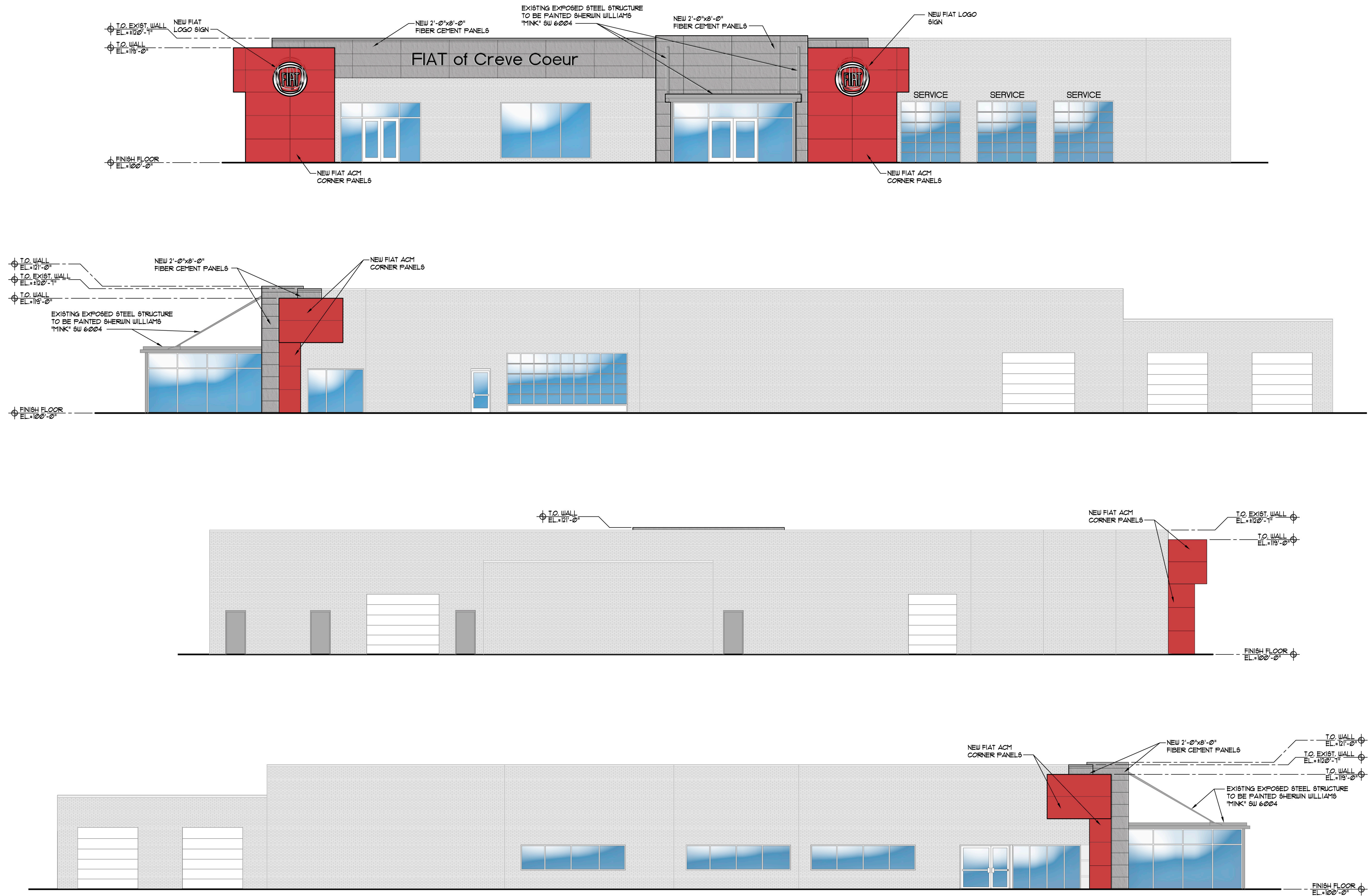


DATE
February 24, 2011

SHEET TITLE
Site Plan

SHEET NO.
C1.0

Stephen J. Hollander, AIA
519 First Capitol Drive
St. Charles, Missouri 63301
Phone (636) 947-4140
Fax (636) 947-7195



THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO S.J. HOLLANDER ARCHITECT, P.C. ANY REPRODUCTION OR UNAUTHORIZED USE IS STRICTLY PROHIBITED, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE ARCHITECT.

© S.J. HOLLANDER
2011 ARCHITECT, P.C.

Lou Fusz FIAT

900 N. Lindbergh Creve Coeur, MO 63141



S.J. Hollander Architect P.C.

Stephen J. Hollander, AIA
519 First Capitol Drive
St. Charles, Missouri 63301
Phone (636) 947-4140 Fax (636) 947-7195

BILL NUMBER 1983

ORDINANCE NUMBER 1921

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A
CONDITIONAL USE PERMIT FOR AN AUTOMOBILE SALES
FACILITY TO BE LOCATED AT 900 N. LINDBERGH BOULE-
VARD IN THE "GC" GENERAL COMMERCIAL DISTRICT,
SUBJECT TO CONDITIONS SET FORTH HEREIN.

WHEREAS, APPLICATION WAS MADE BY LOU FUSZ AUTOMOTIVE NETWORK
FOR A CONDITIONAL USE PERMIT TO OPERATE AN AUTOMOBILE SALES FACILITY
TO BE LOCATED AT 900 N. LINDBERGH BOULEVARD, IN THE "GC" GENERAL
COMMERCIAL DISTRICT, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION RECOMMENDED
APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CITY COUNCIL ON
MONDAY, FEBRUARY 9, 1998 AT 7:30 P.M. OR IMMEDIATELY FOLLOWING THE
CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE
CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF
ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD
BEEN PREVIOUSLY PUBLISHED ON JANUARY 22, 1998 IN THE ST. LOUIS
COUNTIAN AND ON FEBRUARY 2, 1998 IN THE WEST COUNTY JOURNAL,
NEWSPAPERS OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR
AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD AND A
COPY OF THE PROPOSED ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC
INSPECTION PRIOR TO ITS CONSIDERATION BY THE COUNCIL; AND THIS BILL
HAVING BEEN READ BY TITLE IN OPEN MEETING THREE TIMES BEFORE FINAL
PASSAGE BY THE CITY COUNCIL, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT
THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH AND BEAR A
SUBSTANTIAL RELATION TO THE PUBLIC WELFARE, HEALTH, SAFETY, COMFORT
AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN THE
PUBLIC INTEREST AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: THE CITY COUNCIL HEREBY DETERMINES AND FINDS THAT THE ISSUANCE OF A CONDITIONAL USE PERMIT BY THE CITY ADMINISTRATOR AS REQUESTED BY LOU FUSZ AUTOMOTIVE NETWORK IN ITS APPLICATION FOR A CONDITIONAL USE PERMIT ON THE HEREINAFTER DESCRIBED PROPERTY WILL CONFORM AND COMPLY WITH THE REQUIRED STANDARDS FOR CONDITIONAL USE PERMITS AS SET FORTH IN SECTION 26-114.5 OF ORDINANCE NUMBER 1044 AND THEREFORE A CONDITIONAL USE PERMIT IS HEREBY AUTHORIZED FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY ON THE FOLLOWING DESCRIBED PROPERTY IN THE "GC" GENERAL COMMERCIAL DISTRICT:

A PARCEL OF GROUND IN SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF OLIVE STREET ROAD, 60 FEET WIDE, WITH THE EASTERN LINE OF PROPERTY DESCRIBED IN DEED TO COMFORT PRINTING & STATIONERY CO., RECORDED IN BOOK 5164, PAGE 443, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 1 DEGREE 15 MINUTES WEST 200.00 FEET ALONG THE EASTERN LINE OF SAID COMFORT PROPERTY, TO THE NORTHERN LINE OF PROPERTY DESCRIBED IN DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 3925, PAGE 369, ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE IN A GENERALLY WESTWARDLY AND NORTHWARDLY DIRECTION ALONG THE NORTHERN AND EASTERN LINE OF SAID STATE OF MISSOURI PROPERTY, THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 10 MINUTES WEST 274.78 FEET, NORTH 36 DEGREES 49 MINUTES 35 SECONDS WEST 32.02 FEET, NORTH 1 DEGREE 50 MINUTES EAST 225.00 FEET AND NORTH 56 DEGREES 31 MINUTES 50 SECONDS EAST 64.53 FEET, TO THE SOUTHERN LINE OF SAID OLIVE STREET ROAD; THENCE SOUTH 68 DEGREES 11 MINUTES EAST 255.46 FEET ALONG THE SOUTHERN LINE OF SAID OLIVE STREET ROAD, TO THE POINT OF BEGINNING, AND CONTAINING 72,595 SQUARE FEET, OF 1.6665 ACRES, AND

A TRACT OF LAND IN THE NORTH 1/2 OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERN LINE OF OLD OLIVE STREET ROAD, BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED TO GEORGE M. SCHAEFFER AND WIFE, BY DEED RECORDED IN BOOK 525 PAGE 520 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SCHAEFFER'S PROPERTY, SOUTH 1 DEGREE 15 MINUTES WEST 427.29 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 11 MINUTES EAST 116.00 FEET TO A POINT; THENCE NORTH 1 DEGREE 15 MINUTES EAST, 379.63 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERN LINE OF OLD OLIVE STREET ROAD; THENCE ALONG THE SOUTHERN LINE OF SAID ROAD, NORTH 66 DEGREES 47 MINUTES WEST, 125.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 2: THE ISSUANCE OF THIS CONDITIONAL USE PERMIT AND THE OPERATION AND MAINTENANCE OF SAID FACILITIES PROVIDED FOR BY THIS ORDINANCE SHALL BE SUBJECT TO ALL ORDINANCES, RULES AND REGULATIONS OF THE CITY OF CREVE COEUR AND THE FOLLOWING CONDITIONS:

1. THE CONDITIONAL USE PERMIT IS FOR THE OPERATION OF AN AUTOMOBILE SALES FACILITY FOR USE BY LOU FUSZ AUTOMOTIVE NETWORK AND/OR ADDITIONAL USERS AS APPROVED BY THE CITY OF CREVE COEUR.
2. THE DEVELOPMENT OF THE AUTOMOBILE SALES FACILITY SHALL BE IN ACCORDANCE WITH THE REVISED PLANS PREPARED BY MUSLER ENGINEERING COMPANY DATED NOV. 21, 1997, 1998 AND APPROVED BY THE CREVE COEUR CITY COUNCIL OR AS FURTHER REVISED AND APPROVED BY THE CITY OF CREVE COEUR.
3. THE HOURS OF OPERATION SHALL NOT EXCEED 7:00 A.M. TO 9:30 P.M. MONDAY, WEDNESDAY, AND FRIDAY; 7:00 A.M. TO 6:30 P.M. TUESDAY AND THURSDAY; AND 9:00 A.M. TO 6:00 P.M. ON SATURDAY.
4. THE STORAGE OR REPAIR OF DAMAGED OR INOPERABLE VEHICLES SHALL NOT OCCUR ON THE SUBJECT PROPERTY.
5. ALL SIGNS FOR THE AUTOMOBILE SALES FACILITY MUST BE IN CONFORMANCE WITH THE CITY'S SIGN ORDINANCE.
6. NO PENNANTS, FRINGE, LIGHTS, PIN WHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED AT ANY TIME IN CONNECTION WITH THE OPERATION OF THIS BUSINESS.
7. AN UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED AND MAINTAINED TO SERVE ALL GREEN AND/OR LANDSCAPED AREAS IDENTIFIED ON THE SITE DEVELOPMENT PLAN.
8. THE USE OF OUTDOOR SPEAKERS FOR THE AMPLIFICATION OF MUSIC OR SPOKEN WORD SHALL BE PROHIBITED.
9. THE NUMBER OF NEW AUTOMOBILES AND/OR CERTIFIED AUTOMOBILES WITH A MANUFACTURER'S WARRANTY SHALL NOT, AT ANY TIME, BE LESS THAN EIGHTY PERCENT (80%) OF THE TOTAL NUMBER OF AUTOMOBILES AVAILABLE FOR PURCHASE ON SITE.

10. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S), INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S) WHO SHALL FORWARD TO THE ZONING ADMINISTRATOR AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

11. ANY FUTURE ENLARGEMENT OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

12. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND TO THE OPERATION OF SAID FACILITY.

13. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OF SAID PERMIT BY THE CITY COUNCIL, PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED WITHOUT REASONABLE NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES.

14. NO CONDITIONAL USE PERMIT GRANTED BY THE CITY COUNCIL SHALL BE VALID FOR A PERIOD LONGER THAN ONE YEAR FROM THE DATE IT GRANTS THE CONDITIONAL USE PERMIT, UNLESS WITHIN SUCH PERIOD: (1) A BUILDING PERMIT IS OBTAINED AND CONSTRUCTION IS BEGUN; OR (2) IF A BUILDING PERMIT IS NOT REQUIRED, AN OCCUPANCY PERMIT IS OBTAINED AND THE USE OF THE BUILDING COMMENCED. THE CITY COUNCIL MAY GRANT EXTENSIONS NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION FILED AND GRANTED PRIOR TO THE EXPIRATION OF THE CONDITIONAL USE PERMIT PERIOD.

15. PARKING OF AUTOMOBILES SHALL BE LIMITED TO ONE AUTOMOBILE PER DESIGNATED PARKING SPACE.

16. THE PROPOSED BUILDING SHALL BE, AT A MINIMUM, CONSTRUCTED ON THREE SIDES (NORTH, SOUTH AND WEST) WITH BRICK MASONRY.

SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE
COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE
PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID
PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS
HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE
EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND
THE SIGNING THEREOF BY THE MAYOR.

ADOPTED BY CITY COUNCIL THIS 23 DAY OF February, 1998.


DAVID KREUTER
CITY COUNCIL PRESIDENT

APPROVED THIS 23 DAY OF February, 1998.


ANNETTE KOLYS MANDEL
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

105/220

PZ 040411.txt
1 PLANNING AND ZONING COMMISSION PUBLIC HEARING
2 CITY OF CREVE COEUR, MISSOURI
3 300 NORTH NEW BALLAS ROAD
4 MONDAY, APRIL 4, 2011
5 7:00 P.M.
6
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
9 Dr. Michael Barton
10 Mr. Gary Eberhardt, Vice Chair
11 Mr. Barry Glantz
12 Ms. Cynthia Kramer
13 Mr. Jim Schnarr
14 Mr. Carl Lumley, City Attorney
15 Mr. Paul Langdon, AICP, Director of Community Development
16 Ms. Whitney Kelly, AICP, City Planner
17
18
19
20
21
22
23 McLaughlin Court Reporting Services, Inc.
24 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
25 4772 Gatesbury Drive
St. Louis, MO 63128
(314)487-2259

1 CHAIRMAN MADDEN: Like to call to order the 1
2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday April 4th, 2011.
4 And we'll start with roll call.
5 Dr. Michael Barton?
6 DR. BARTON: Present.
Page 1

7 CHAIRMAN MADDEN: Mr. Gary Eberhardt?
8 MR. EBERHARDT: Present.
9 CHAIRMAN MADDEN: Mr. Barry Glantz?
10 MR. GLANTZ: Present.
11 CHAIRMAN MADDEN: Ms. Cynthia Kramer, I believe
12 she's on her way.
13 Dr. Saunders won't be here tonight.
14 Mr. Jim Schnarr?
15 MR. SCHNARR: Here.
16 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
17 Attorney?
18 MR. LUMLEY: Present.
19 CHAIRMAN MADDEN: Paul Langdon, our Director of
20 Community Development?
21 MR. LANGDON: Present.
22 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
23 Planner?
24 MS. KELLY: Present.
25 CHAIRMAN MADDEN: New Business. A public

1 hearing on Application No. 11-004 for the Lou Fusz Fiat²
2 dealer.
3 Are you Mr. Hollander?
4 MR. HOLLANDER: I am.
5 CHAIRMAN MADDEN: Mr. Hollander, you need to be
6 sworn in.
7 (Stephen Hollander was sworn by the court
8 reporter.)
9 CHAIRMAN MADDEN: Mr. Hollander, can you state
10 your name and address, please, just for the record.
11 MR. HOLLANDER: My name is Stephen Hollander,

12 519 First Capitol Drive in St. Charles, Missouri.

13 And for the record, the notes have my name as
14 S-T-E-P-H-A-N. It's S-T-E-P-H-E-N, so if you're looking
15 for that, just so it's officially correct.

16 CHAIRMAN MADDEN: Thank you.

17 Go ahead. Oh, I'm sorry.

18 MR. HOLLANDER: All right. We're here this
19 evening on behalf of the Lou Fusz Automotive Network, and
20 they are requesting permission to change, primarily, the
21 facade of the existing -- or what was the Saturn Creve
22 Coeur facility, and change it to Fiat of Creve Coeur.

23 This will be the -- the only Fiat dealership in
24 the St. Louis area at this point in time. And I guess,
25 depending on how -- how the success of the car goes, there

1 will be additional dealerships, but at this point in time³
2 this is the only Fiat dealership proposed for the
3 St. Louis area, so hopefully lots of customers and traffic
4 will be heading this way.

5 On the site there really is no proposed change.
6 The additions or the increases don't affect the site. We
7 are attempting to de-Saturn-ize the building.

8 If you've been by there, it has the -- there are
9 two big canopies, big steel canopies that one overhangs
10 the existing entrance vestibule, and it protrudes out as
11 an overhang above that.

12 That steel framework is all being removed as is
13 the vestibule. So the structure will have a -- will be
14 back to the flat building facade that's there.

15 The other steel canopy is not being removed. It
16 has usable space or vehicle delivery area underneath it,
17 and we are attempting to hide it, for lack of better

18 words, with this fiber cement panel; build a frame around
19 it and keep the structure there, but more or less try to
20 de-Saturn-ize it, and take that out.

21 The other elements that they are adding on the
22 corners of the -- of the existing facade, they're adding
23 two red architectural metal panels. I think there's a
24 little bit of confusion, and maybe not on your all's part,
25 but I'd like to explain what that material is.

1 This is the face material. There was some 4
2 reference in the report about it being thin. This is only
3 the face material, and the color, they only send it to me
4 that way. It's a composite panel. Behind it -- roughly,
5 it's, oh, half inch, five-eighths of an inch thick. It's
6 got a rubberized honeycomb core, and then another sheet of
7 metal, roughly the same thickness, on the back side.

8 So it's not a thin piece of flimsy metal that's
9 being attached to the -- to the -- to the facility.

10 You've got a lot of this material throughout
11 your community, and it holds up well and is used very --
12 very well.

13 There was some concern raised about the amount
14 of brick that we were covering up, and for the record,
15 we -- we took off the percentages of brick and the
16 existing brick on the west side. We are asking -- asking
17 to cover up 18.8 percent of the existing masonry. And
18 both on the south and north side, we are covering up
19 2.5 percent on both of those. And then on the east side,
20 the existing masonry is not being touched.

21 Overall, we're asking for a change to cover
22 roughly 5.6 percent of the -- of the existing masonry that

23 is on the -- that is on the building.

24 I'll touch a little bit on the landscaping. We
25 had the existing landscape plan, and then last week

1 Whitney was able to find the previously approved plan, and⁵
2 it identified some areas that we were short of, you know,
3 since it was done in '98, so, you know, some things die;
4 some things go away, and we -- I do have a revised plan
5 for you to add back in the landscaping that is missing
6 from the previously approved plan. I sent that to Whitney
7 earlier today, and I can pass this out for your -- it's
8 a -- the new green is the green that is being reinstalled.
9 It's the same plants and materials that were approved
10 before.

11 As you can see, the -- the predominant area that
12 was lacking was there on the south side of the facility,
13 and we're adding back in the seven Redleaf Barberry and
14 sixteen Blue Chip Juniper that either died or missing.

15 Back in the center island area there there are
16 eight little Princess Spirea that are missing, and then
17 along the front pad there there is a Dwarf Burning Bush
18 that will be replaced and put back in.

19 And that, I believe, brings us up to the -- in
20 the planting areas that are there, you know, that back up
21 to what was approved back in 1998.

22 CHAIRMAN MADDEN: Any questions up here?

23 MR. GLANTZ: Yeah.

24 CHAIRMAN MADDEN: Mr. Glantz.

25 MR. GLANTZ: Steve, any signage, other than

1 what's shown on this, proposed for the windows or anything⁶
2 like that?

3 MR. HOLLANDER: Well, they -- they do have
4 windows -- they had window signage up. We talked about
5 that. They took some of that down. I just drove by, and
6 I think there's still some on the, what side is that, on
7 the north side -- no, the south side, and it's, you know,
8 there's a garage door that still has some signage that's
9 showing up in there.

10 MR. GLANTZ: When I last checked there was
11 pretty big banner, I believe on the south.

12 MR. HOLLANDER: Yeah, there is still a banner.
13 There's one that says Fiat and there's one that says
14 preowned, and I talked to them. I will readdress that
15 issue and have them, you know, get back into conformity
16 with that. I know they took -- they had those same buy
17 here -- pay here, buy here signs that were in the windows
18 at the dealership, and those are gone, but they still do
19 have the one on the -- on the south side in that garage
20 door.

21 MR. GLANTZ: Cause in all fairness, I think, for
22 consistency purposes, we addressed that with another
23 dealership in Creve Coeur fairly recently, and I think we
24 need to hold to the same standards here.

25 MR. HOLLANDER: Yeah, I don't have a concern

1 with that. 7

2 What is, essentially, going to be requested, and
3 I understand that's a different permit, is what you see on
4 here will be the signage requested at that point in time.
5 And I will have a discussion, and they can vehemently
6 forgot some other signs, and get that taken care of.

7 MR. SCHNARR: What is the anticipated schedule

8 to be in the Fiat business?

9 MR. HOLLANDER: Well, the -- there is a Fiat up
10 there, and they are -- they can take delivery of Fiats at
11 any time.

12 I think they actually had a Fiat grand opening
13 there a while back with a Fiat car.

14 But they are -- they are ready to rock and roll
15 and go and get that.

16 Fiat is, obviously, waiting till -- there is
17 some interior renovations that are going on right now, and
18 then get this exterior approved, and get going, so,
19 hopefully, by this summer the facility would be completed
20 and it would be fully stocked with Fiats and some of the
21 used cars.

22 CHAIRMAN MADDEN: Mr. Eberhardt.

23 MR. EBERHARDT: I also noticed when I drove by
24 there this evening that there's a, apparently, temporary
25 monument sign in the front that has autotrader.com, big

1 letters. What's that all about? 8

2 MR. HOLLANDER: Well, I think that is covering
3 the original Saturn sign there.

4 When Saturn went out, they converted to
5 primarily a used-car facility, and I believe that was just
6 a signage, and I can -- right now it is -- it's covering
7 up the Saturn, and we can have that taken down, but
8 there's also not a, you know, Saturn dealership there
9 either.

10 I would -- and I don't have information on that,
11 but I would suggest that they're going to request that the
12 Fiat -- Fiat monument sign be placed there in lieu of that
13 as part of the sign package.

14 I mean it's -- I don't have a problem suggesting
15 to them that they take the Auto Trader sign off.
16 Obviously, it's most going to -- it's likely going to say
17 Saturn underneath it, and there's not a Saturn dealership
18 there, so.

19 MR. EBERHARDT: With respect to the prior
20 conditional use permit, which required that the building
21 be all masonry, and we're now adding 18, almost 19 percent
22 of at least the frontal part of this on the west side of
23 metal panels, which don't seem to me to be either in line
24 with the past approval or with regard to the current
25 Comprehensive Plan in Creve Coeur.

9
1 Do you know from the staff report their concerns
2 about making these buildings comply with corporate logo
3 kinds of appearance as opposed to making it look like a
4 building that's in conformity with the requirements as
5 opposed to being a commercial enterprise with logo or
6 identification with the corporate requirements of
7 whoever's in there?

8 And I guess it seems to me, this is going to
9 stick out like a sore thumb.

10 The other Fusz buildings all around here, the
11 Fusz Nissan building to the -- to the west; the Fusz
12 Mazda, I think it is, dealership across the street, all
13 seem to have the gray-colored brick. I don't see any
14 brightly colored panels anyplace in the area.

15 And it seems to me that that particular
16 situation is not in keeping with our Comprehensive Plan.

17 MR. HOLLANDER: Well, the Nissan dealership has
18 the same metal panel, but it is in a -- it is in a gray.

10

1 And, I don't know if Barry will share the
2 same -- same thing or attitude, but sometimes you can
3 change materials and you can change size and you can
4 change color, and they can all be masonry, but -- and I,
5 you know, there's a -- there's a new Walgreens going up,
6 and it meets your masonry requirements, and I don't mean
7 to pick on it, but it's got the same corporate footprint
8 as all of them, and, yet, as an architect, when I go down
9 the street that building is screaming pay attention to me,
10 you know, that there isn't anything harmonious about the
11 design. It screams look at me. I've got five different
12 materials on it, and it screams look at me.

13 And this is a stand-alone site. This isn't, you
14 know, I've got Olive Street on one side; I've got
15 Lindbergh on one side. I really don't have any neighbors
16 that -- and to be -- this is pretty subtle, and for the
17 most part, it is -- it's set back quite a ways on the
18 hill, and when you're driving by at 65 or, I guess the
19 speed limit on Lindbergh is less than that, I think this
20 is a fairly subtle change.

21 That's my humble opinion. And I don't mean to
22 pick on a building that is under construction, but, you
23 know, that's --

205

25 CVS, everybody has a standard format, and it'd

1 be -- the ACM panels were painted red paint, would that¹¹
2 make any difference? They would still be red panels.

3 CHAIRMAN MADDEN: Dr. Barton.

4 DR. BARTON: The canopies that you're moving, I
5 mean I have a picture of what it did look like.

6 Can you tell me which ones you're --

7 MR. HOLLANDER: Yeah, if you look, I think in
8 your report, you -- that they have a good picture of it.
9 If you look on the -- it's page 10 of the report.

10 DR. BARTON: Uh-huh.

11 MR. HOLLANDER: In there you see the two
12 canopies. The one that -- this sign has been removed. It
13 says Lou Fusz on it. That canopy that has Lou Fusz, that
14 is the one that has a glass storefront underneath and is
15 staying. The one to the left-hand side in that picture,
16 which only has a 7 foot canopy -- or a 7 foot vestibule
17 under it and it overhangs -- let me bring mine up -- this
18 is the canopy that's hanging, and there's a 7 foot
19 vestibule here, and then this has that cantilever up,
20 roughly 12 feet.

21 DR. BARTON: Is that the one farthest to the
22 north?

23 MR. HOLLANDER: That would be the one farthest
24 to the north.

25 DR. BARTON: And then -- and then there's only

1 one other one in the center?¹²

2 MR. HOLLANDER: Well, there's this one here
3 on -- there's this one here. This -- the one right here

4 that comes out and covers that area right here, that's the
5 one being removed. This here is actually part of the
6 building, which is this structure right here.

7 DR. BARTON: Okay.

8 CHAIRMAN MADDEN: Does everybody else
9 understand?

10 DR. BARTON: And is there -- do you know the
11 history by which the other facade covering was approved,
12 are you familiar with that, how that across the street at
13 Nissan dealer was there?

14 MR. LANGDON: At the Nissan dealer, no, I do
15 not.

16 MR. HOLLANDER: That was -- and I happened to be
17 the architect on that project also.

18 That was probably done, going to say six, maybe
19 it's been eight years ago, and we went through this same
20 process, and brought it before the Planning & Zoning
21 Board.

22 DR. BARTON: So that would have been before the
23 revision of Comprehensive Plan?

24 MR. LANGDON: It's certainly possible.

25 MR. HOLLANDER: Yeah, that remodel was primarily

1 all of -- well, ACM, Lucabaum (phonetic) is the tradename¹³
2 for it.

3 CHAIRMAN MADDEN: Paul, I've got a question for
4 you.

5 Have you gone over this pretty long list of
6 items that need to be resolved before we can do anything;
7 have you gone over it with Mr. Hollander or --

8 MR. LANGDON: Ms. Kelly has, yes, and I've got a
9 presentation that I can do that might help --

10 CHAIRMAN MADDEN: Okay.

11 MR. LANGDON: -- bring some of this discussion.

12 CHAIRMAN MADDEN: You want do that now then?

13 MR. LANGDON: If you're ready.

14 CHAIRMAN MADDEN: Okay. Yes.

15 (Paul Langdon was sworn by the court reporter.)

16 MR. LANGDON: Mr. Chairman, members of the

17 Commission, my name's Paul Langdon, Director of Community

18 Development for the City of Creve Coeur.

19 Get microphone going here.

20 Okay. Here tonight, as you know, is the

21 northeast quadrant of Olive Boulevard and Lindbergh

22 Boulevard, and I know you all know that.

23 The reason I want to draw your attention to the

24 aerial view is two-fold.

25 First off, you know the two busiest streets, not

1 including Interstate 270, in the City are around this ¹⁴

2 project. And also this area here is the MoDOT

3 right-of-way. It's all grass. It's completely open. And

4 we'll be coming back to that in a few minutes.

5 Just for your frame of reference, that's the

6 Nissan dealer; that's the Mazda dealer; Lou Fusz Subaru

7 is here; the body shop is here.

8 This is the site plan initially submitted along

9 with black and whites of the elevations. The red areas

10 that we've been talking about are here and here.

11 The flat front -- this is the west front of the

12 building that will be the focus of attention.

13 As we've already talked about, the landscape and

14 the site plan were initially based primarily on what was

15 originally approved. However, when we get into some of
16 the details, we notice that there are things missing.
17 This is on the original. This is what was missing. This
18 is on the original. It's completely missing. This area
19 back here was completely redesigned because an addition
20 was put on the building.

21 There were some other things that were done to
22 offset the trees here, which are not on the original plan,
23 and the reconfiguration of the trees here with that
24 actually reducing the number.

25 This is the plan that was submitted to you

1 tonight by the Applicant, the change in green, it's, 15
2 essentially, establishing the shrubs along the north side
3 of the building, as was mentioned by the Applicant, and
4 preparing some of the lost material from these areas and
5 display areas.

6 I think the -- that the primary concern, when it
7 comes to the landscape, is not so much have they come back
8 to what was originally approved, but has it -- is it
9 identified in the staff report. Since that time there has
10 been a change. The Comprehensive Plan change, and with
11 that came a set of design guidelines that the City abides
12 by.

13 That Comprehensive Plan says that for this
14 particular property and the dealerships across the road,
15 should there be a change or a reinvestment in those
16 properties, the landscape should be improved. And that's
17 the specific goal of the Comprehensive Plan. Not just
18 repaired, but improved.

19 And I think that's where we have a particular
20 concern, especially as it relates to the wall area along

21 the corner of the property. And, in fairness, obviously,
22 the leaves are off the trees here, so it's particularly
23 exposed. But remember the leaves are off the trees for
24 many months of the year. We don't just design for summer.

25 And so, in our opinion, the staff opinion,

1 something more needs to go on here. We also understand¹⁶
2 this is a retail location. We're not asking that the
3 applicant install a row of Norwood spruces, which will
4 probably hide the entire site.

5 But something can be done; low growing,
6 reasonable and scale, you know, you've got about a 10 foot
7 height here before you would clip the top of that wall.

8 That's enough to put in something to provide
9 some seasonal color and seasonal green-age.

10 You can see from the drawing, there's lots of
11 width there to plant. You also have low areas of water,
12 generally a problem.

13 The other area of concern is that area along the
14 loop and the cloverleaf that we talked about. This is
15 that south parking lot right here. As you can see, it's
16 completely exposed. No landscape covers that parking lot.

17 Draw your attention to that, which is a cargo
18 van, which has been used as mobile signage more than once
19 in the past. We worked with the Applicant to address that
20 problem, which they have removed, but it's a repeat
21 occurrence.

22 Basically what I see here, given the use and
23 given the nature of the use, in general, not just this
24 particular dealership, is an attractive nuisance. It's
25 such an easy place to advertise, they can't resist. And

1 that's the approach to a site that we have always
2 discovered, and will continue to discover, including in
3 this case.

4 If the landscape needs to be improved and
5 there's something to be done that makes it more in
6 conformance with the design plan and designing, this area,
7 I think, is essential.

8 The Applicant hasn't made any proposal to fill
9 in this area. As you can see, there's a lot of green
10 space. There's a lot of opportunity, and in my mind a lot
11 of --

12 Talk about the elevations. The elevations are,
13 in the words right off of the staff report -- or off the
14 Applicant's site plan, Brandan. Fiat Brandan. As has
15 already been discussed that's not really in keeping with
16 the design guideline in the Comprehensive Plan. They have
17 stripped off the primary front elements, which added
18 something distinctive to it. It may have been a Saturn
19 element at the time, but, essentially, it's rendered the
20 building even more --

21 To really address that, Fiat then recommends
22 these red corners. The problem with that is that the red
23 corners are coming up all over the country. It doesn't
24 take a lot of work to find other dealerships that look
25 exactly the same. This really is corporate architecture.

1 This really is the very point of the design guidelines
2 we're trying to stop.

3 We're not saying that we should make this
4 building boring. That's not the point of distinctive
5 architecture. That's not the point of the Walgreens.

11 This one is, in fact, masonry and uses a red
12 awning with a logo. This one is a -- is a panel. And
13 then this one is masonry with, I'm not sure what that
14 material is, but a hard material, and sort of a shallow
15 awning.

16 So it's not that Fiat requires it. It's what
17 Fiat has asked for because they're trying to establish
18 that corporate look.

19 Creve Coeur, like other cities, doesn't
20 necessarily have to follow the corporate look, and we
21 would suggest that there can be something done here.

22 The building, obviously, is not one of historic
23 character or anything unique in some manner that we can't
24 touch it. They're already altering it. Why not do
25 something a little more creative with it.

1 To summarize, I think the east parking lot needs²⁰
2 some attention. That's that long parking lot that runs
3 down towards the interchange.

4 The Lindbergh frontage needs some attention, and
5 the vehicle display areas, I think could be better, again,
6 they're meant to draw attention, and that's fine.

7 Frankly, as someone who appreciates the value of
8 a well-designed car, I don't mind it being visible from
9 the street. Others would disagree.

10 But why not make that area something more
11 distinctive than a couple of Boxwoods placed every 6 or
12 8 feet. That, frankly, is just the minimum to get over
13 some kind of expectation. Why not make it interesting.

14 But I think for the Applicant's sake, I'm going
15 to stop here and ask that the Commission provide
16 direction, because, as we indicated in our staff report,

17 conditional use permit is tied to a plan. We believe the
18 plan requires some significant changes, and unless we get
19 the direction on the Commission whether to stick with this
20 plan or seek changes, we can't propose draft ordinance, so
21 to keep this moving forward to the next meeting and
22 hopefully resolution.

23 I'm looking to the Commission for direction on
24 the landscape only.

25 CHAIRMAN MADDEN: Okay. Let's take it one by

21
1 one.

2 East parking lot. What's your feelings on that?

3 Yes.

4 (Cynthia Kramer is now present.)

5 MR. EBERHARDT: Well, my feeling is that Paul
6 has summarized what, seems to me, to be very important
7 from a landscaping point. Talk about the east parking
8 lot. And that area needs some landscape improvement, not
9 only to dress it up or to make it look nice and in
10 conformity with our current new Comprehensive Plan, but
11 also, I guess, to discourage parking of mobile signage
12 there.

13 CHAIRMAN MADDEN: So what is that -- excuse me.
14 What is that parked there that's illegal? Is it a truck
15 or --

16 MR. LANGDON: It's a box van, delivery van,
17 whatever you want to call it, with signs on the side.

18 CHAIRMAN MADDEN: I'm sorry. Go ahead.

19 MR. EBERHARDT: So I certainly would concur
20 that, from my perspective at least, that something much
21 more substantial in terms of overall landscaping designs,

22 including all of the areas that are mentioned there, as
 23 opposed to merely replacing the minimal planning that was
 24 required under the old conditional use permit.

25 CHAIRMAN MADDEN: Are you looking more for trees

1 or -- having come back from Ireland, I've never seen so²²
 2 many hedges in my life. They grow them like 15 feet high
 3 and they prune them and they look perfect. I mean these
 4 are at people's homes.

5 MR. HOLLANDER: Can we go back to the picture, I
 6 guess, that shows the right-of-way picture there? I think
 7 that's -- that's the parking lot we're talking about.

8 MR. GLANTZ: Ask a question while we're doing
 9 this.

10 See, and to me the landscaping is secondary. I
 11 think this is a -- what I'm concerned about is a signage
 12 issue, and I'm curious if signage is part of this
 13 application, or if it's something that we address
 14 afterwards, because there's a lot of things -- I actually
 15 happen to think this is an attractive building what you've
 16 done, but at the same time I think we have a real issue
 17 with signage, whether it's specific signage or implied
 18 signage or signage, you know, with banners and stuff that
 19 they're doing in the window. And perhaps that's part of
 20 the landscaping because you're using vehicles for signage
 21 as well.

22 And to me, the signage, real or implied, is the
 23 issue, and I don't mean to -- to diminish the landscaping,
 24 but there's a lot of issues that we have to consider here.

25 MR. SCHNARR: Well, I think we've covered the

1 window signage. 23

2 MR. HOLLANDER: Yeah, I -- you know --

3 MR. SCHNARR: 20 percent, right?

4 So the question comes back to who enforces it?

5 So if it's 20 percent, it's 20 percent. If make it

6 40 percent, then they are in violation of their

7 conditional use.

8 Who is the enforcer of that? It's not our job.

9 MR. GLANTZ: Well --

10 CHAIRMAN MADDEN: First of all, just to get an

11 answer to your first question, would they come back for

12 signage or is that all part of this one thing?

13 MR. LANGDON: To date, the indication is the

14 signage would simply follow the site code, so there are no

15 special approval being sought here, so that would be one

16 wall sign facing Lindbergh. This would be the ground sign

17 that's already there, and then the 20 percent allowance on

18 window signs.

19 CHAIRMAN MADDEN: And that's it?

20 MR. LANGDON: That's it.

21 CHAIRMAN MADDEN: And you -- you drove by there.

22 MR. GLANTZ: There's a whole lot of signage, and

23 there are things, there are design elements on this

24 building that I think we, as a Commission, need to

25 address. Is it -- and I think it's in the staff report as

1 well, that there are design elements on the building that²⁴
2 is considered signage or -- or not.

3 MR. EBERHARDT: I don't know what you mean,

4 Mr. Glantz --

5 MR. GLANTZ: Well --

6 MR. EBERHARDT: -- the design elements.

7 MR. GLANTZ: The -- the red panels.

8 MR. EBERHARDT: Oh.

9 MR. GLANTZ: Now, and I'll take the other side
10 of the argument, Gary.

11 I actually think it's an attractive building,
12 and while I think it does, you know, the red panels,
13 obviously, grab attention, I think it's a clean look, and
14 it's an attractive building, but we need to make sure that
15 we address that because we could have that issue in other
16 places as well.

17 MR. LANGDON: This is the issue with corporate
18 architecture.

19 MR. GLANTZ: Right.

20 MR. LANGDON: It's using the design of the
21 building as large calling card.

22 Other cities that have it start to get that
23 theme, and then it's like McDonald's, you know, they
24 pioneered the concept to its greatest degree. Every town
25 had a McDonald's that looked like every other McDonald's

1 that you see, and that's actually where it came from. 25

2 Actually, cities are saying, well, we don't want
3 a McDonald's that looks like every other city. That's how
4 you define place by having something distinctive and
5 visual places everywhere else.

6 So in my opinion, I think it's very much a
7 question of regulating, and has an issue of signage.
8 That's why the regulation is there.

9 MR. SCHNARR: But in its purest form, if you
10 look at the red panel, a flat logo sign is indicated on --
11 Now there's no question that that's a sign. Beyond that,
12 does the red symbolize a sign? I don't know.

13 CHAIRMAN MADDEN: Mr. Eberhardt.

14 MR. EBERHARDT: Well, it seems to me that the
15 concept of corporate logo is something that we have tried
16 hard in the past, since I've been on the Commission, at
17 least, to recommend that we diminish it as much as
18 possible.

19 We're not saying, I don't think, that it can't
20 have some sort of corporate recognition, but it seems to
21 me that the entire west facade with the combination of the
22 red panels and the gray covering panels of the brick have
23 completely changed the character of the building.

24 Maybe for better; maybe for worse, but from my
25 perspective, it seems to me that is too much of the

1 corporate logo. Maybe there's some way to do that other²⁶
2 than bright red panels and gray fiber paneling or concrete
3 paneling over the top.

4 And I guess I would like to see the Applicant
5 come back with some diminished corporate architecture.

6 CHAIRMAN MADDEN: My opinion, as long as we're
7 all throwing them out, I would prefer the awning aspect
8 like in that picture.

9 MR. LANGDON: That particular example is Austin,
10 Texas. Fiat Austin is behind those people.

11 CHAIRMAN MADDEN: As long as we're throwing out
12 ideas.

13 Dr. Barton.

14 DR. BARTON: Yes, I'm just real uncomfortable
15 designing this building for them.

16 I -- I -- but I am comfortable saying that I
17 don't think it conforms with the goals of our

18 Comprehensive Plan as presented.

19 I am comfortable saying that I don't think the
20 landscape is robust enough to really sell the exception to
21 the Comprehensive Plan.

22 And I am comfortable saying that I would like to
23 see the building be unique and not stereotypical of all
24 their other buildings, so as do try to circumvent their
25 motivation to try to standardize their building to

1 generate recognition from city to city. 27

2 I mean there was that classic example of Apple
3 trying to do that, and they were certainly going to do it
4 until somebody stood up and said, no, we don't want the
5 big apple, we want something subtle. And unless you say
6 no, there is a tendency to want to do it.

7 I am comfortable saying all those things. I am
8 uncomfortable saying have it look like this because I
9 think the burden is on the architect to come back and give
10 us something else that he feels might be what we want.

11 MR. HOLLANDER: And --

12 MR. GLANTZ: Go ahead.

13 MR. HOLLANDER: And if I may, and I appreciate
14 that, you know, I'm not familiar with these particular
15 things.

16 It could quite simply be the owner chose not to
17 do anything. And I believe, being the devil's advocate,
18 I'll throw this out, we could simply do nothing on that
19 building and come in and put the signage up, and then you
20 would have the same gray brick kind of flat monotone-ish
21 building that's there now.

22 I would tend to agree, although this is
23 corporate architecture, I think it's an improvement and an

24 enhancement to the building, as opposed to the building
25 that is currently there that is a rather blah building,

1 even though I did it in 1998, it's a rather blah building. ²⁸

2 DR. BARTON: Well, then I would --

3 MR. HOLLANDER: And, you know, that person there
4 in the lower portion, all he did was put up a sign. All
5 he really did was change and put the logo up, and maybe
6 that's all he was willing to do and Fiat said that's
7 great.

8 The Fusz Organization is wanting to step up and
9 try to enhance the -- it does enhance the visibility of
10 the building, but I think it also improves the building.

11 That building is fairly nondescript. It has the
12 two big Saturn hunks of iron, they -- what used to be
13 commonly referred to as the Saturn golden arches, and
14 those are being taken down and are concealed.

15 And I agree with you, it was, you know, the
16 McDonalds-ization of architecture, and that's kind of
17 taken over everywhere. I mean, and I'm sure Barry can
18 drive down the street and we can both name a building
19 without knowing who -- without seeing the signage.

20 And, unfortunately, or, fortunately, that is a
21 trend, so, you know, I don't have a concern. I understand
22 the concerns with the landscaping, and we can add some in
23 front of -- that actually is a -- our storm-water
24 detention basin, and we can add landscaping along
25 Lindbergh to try to enhance that.

1 I don't know the distance that will -- that ²⁹
2 we're away on that parking lot, whether you're going to

3 ever see anything. We could put some, you know, blue
4 spruce or some sort of evergreen back in there that has
5 some height, but from the distance and even in the -- even
6 in the picture he had, you couldn't even see the tops of
7 cars. So I don't know, you know -- there -- I mean you
8 can see the fronts of them, but if I put shrubbery there,
9 are you going to see them? I mean we'll -- we can put
10 some evergreens of some sort in there, but you're not --
11 because I can't plant in that right-of-way. I -- we've
12 accidentally done that before and MoDOT has politely come
13 and removed them, and said, no, we don't want to maintain
14 your shrubbery. We want to be able to bring our big old
15 lawn tractors in there; we just want to cut grass.

16 So, you know, we're willing to enhance that
17 area, and add some landscaping in there, and in front of
18 the storm-water detention facade, but I really think, you
19 know, despite the corporateness of it, I think it's -- it
20 is an improvement to the building.

21 DR. BARTON: Well, I would counter with saying
22 that if you choose that -- well, the only other option is
23 to do nothing and leave it a blank, then you may be
24 injuring yourself. I mean you have the opportunity, I
25 mean, obviously, as the architect, you're trying to draw

1 attention to the building's uniqueness, and I would like³⁰
2 to think there are multiple ways to make it unique without
3 having to use their cookie-cutter pattern.

4 MR. HOLLANDER: Well, I understand your concern,
5 but you are one of the several balls we're juggling in
6 trying to make everybody happy. You know, I've been doing
7 work for the Fusz's for almost 25 years now, and their
8 main impetuous is selling cars. And, you know, and Fiat

9 has, they're the new upcoming brand, and they have their
10 images too.

11 So, you know, I don't know where to go. I mean
12 I'll be happy to take it back and say, here, what else
13 would you like to suggest. But, quite frankly, you could
14 say we're going to do nothing, we're just going to apply
15 for a sign package and go. And I think that could be a
16 missed opportunity, cause I don't have any control in
17 that. He says don't do -- don't do anything, I don't do
18 anything.

19 MR. LANGDON: I can address that.

20 Removal of those steel canopies would be a
21 significant change to the elevation that was approved by
22 the Planning Commission. City Council considered that a
23 violation of the existing CP. Still would not issue
24 certificate of occupancy if that's the only measure we're
25 willing to take, so some change is required.

1 It can either be created or it can be this 31
2 fateless approach, which is all or nothing, but as I'm
3 showing you, there are examples in other cities where it's
4 not an all or nothing approach. They're taking something
5 and made it into a more interesting location.

6 I can tell you at least one of those buildings
7 is new. It's not simply here's an existing building, put
8 sign. So that was the choice that was made. Make it that
9 way.

10 But I also point out here, if this was not a
11 visible location, then why would they put a sign there;
12 why would they park the truck?

13 They, obviously believe that it's a visible

14 location. If this landscape, half of it were on this side
15 of the parking lot, would you be able to see it? No, so I
16 do believe you can effect some effective screening.

17 It's not to say hedge is the only thing that
18 works. It's not to say it has to be 100 percent. What's
19 necessary here is creativity. Some knowledge of what you
20 can work with and what you can accomplish because 15 feet
21 of space here and at least 30 feet, if not 50 feet of
22 space here on their property, not in the right-of-way,
23 that's more than enough space to accomplish some breaking
24 up of the view, which clearly is an open view.

25 CHAIRMAN MADDEN: Yeah.

1 MR. HOLLANDER: I have no argument, we can add³²
2 landscaping in there so.

3 CHAIRMAN MADDEN: Mr. Eberhardt.

4 MR. EBERHARDT: I agree with Dr. Barton in
5 respect to landscaping as well.

6 I don't think we can tell you what we want, but
7 I think we can tell you we don't like what you got, and we
8 want you to come back with something that we think will
9 make the area look much nicer.

10 I sort of take umbrage at you saying, well, we
11 can stick a few trees here and there and evergreens.

12 I think, from my perspective, I'm looking at
13 something that will dress the place up, and that will not
14 be an attempt to stick a couple of trees here, there and
15 couple bushes here and there.

16 I just get the impression that that's not very
17 important in your scheme of things.

18 Secondly, from the viewpoint of corporate
19 architecture, it seems to me that an example of what has

20 been a pretty revolutionary change is Wal-Mart.

21 I've seen their gray standard Super Wal-Marts
22 all over the country, and then I see several cities that
23 have said, not here. You're not going to do that to us.

24 And we've seen some fairly very nice-looking
25 beautiful architecture. Completely different than the old

33

1 gray front Wal-Mart stores.

2 It's become a corporate symbol of a sort, but
3 it's been a much more attractive corporate symbol, and
4 it's not been done with signage or with red signs or with
5 bright colors. It's been done, I think, at least the
6 one's that I have seen, with various brick treatments and
7 architectural features on the building, as opposed to
8 slapping up some metal over the front of.

9 It seems to me there's a way to improve that
10 building in a way that would be much more in concert with
11 our Comprehensive Plan as it exists now. And I think we
12 need to see something different with regard to
13 landscaping, and I think we need to see something
14 different with regard to signage.

15 And I'm not ready to vote on approval of this
16 myself until I see something further with regard to those
17 three areas.

18 CHAIRMAN MADDEN: Speaking on the corporate
19 thing, wasn't it CVS, I think, their guy flew in here
20 twice and he kept saying you got to pick one of these
21 corporates, and that was our only option, and Paul or
22 somebody found in other cities what they were doing, and
23 he finally, you know, made changes that we liked, so.

24 MR. LANGDON: Well --

25 MR. HOLLANDER: And I -- I don't disagree, but

1 the CVS building is still a CVS proto. It still screams³⁴
2 CVS. It still screams Walgreens. I mean it may be a
3 material change, but it's not a building change. The
4 design of the building hasn't significantly changed except
5 for maybe the tower on top.

6 So I mean --

7 DR. BARTON: Well, we keep trying.

8 MR. HOLLANDER: But you keep trying. And my --
9 the setting that you have there, except for the -- except
10 for the one, those are urban settings. I know where the
11 one in Austin is, and -- and it's downtown, it's in an
12 urban setting. They don't have a building of -- a
13 stand-alone with a parking lot. Their buildings -- their
14 cars are in a parking garage behind the building.

15 So it's a different application, you know, the
16 ones with the awning.

17 You know, if I recall where that building is,
18 cause I used to live in Austin for twelve years, you know,
19 it's got residences above it, so it's a totally different
20 application.

21 The one is a suburban, and maybe a new building,
22 but it's a typical suburban car dealership and with a new
23 sign put on it.

24 So I mean we're willing to work with you. I
25 just -- I look at the building, and I think it's -- I

1 think it's an improvement, and if the word "corporate"³⁵
2 wasn't -- if it was a stand-alone building, I don't think
3 because it's a corporate image that that should downgrade
4 it.

5 I think the building stands on its own. I think
6 it's a good looking, it's an attractive, and it's an
7 improvement to the building that's there, and because
8 it's, you know, there's something wrong with it being
9 corporate, I think -- I don't know.

10 MR. LANGDON: Mr. Chairman, if I may, I think
11 the issue is not what any one of us thinks about corporate
12 architecture.

13 The issue is that conditional use permit, one of
14 the requirements is does the application meet the goals of
15 the Comprehensive Plan. The Comprehensive Plan includes a
16 design guidelines, one of which clearly states the
17 corporate architecture should be discouraged where
18 possible.

19 That's the plan upon which we base the
20 ordinance.

21 MR. SCHNARR: But it doesn't say it's illegal.
22 It says it should be discouraged.

23 The Comprehensive Plan is not a specific
24 ordinance.

25 MR. LANGDON: And I understand.

1 MR. SCHNARR: Now, because of the setting, this³⁶
2 thing is isolated, this site, I certainly appreciate the
3 need for the landscaping. And in terms of what the
4 building looks like, what are the neighbors; car dealers,
5 office buildings, big Monsanto park. To say that it must
6 fit in with the neighbors, you have to go a long way to
7 find a neighbor.

8 I don't have a big problem with the building,
9 but the landscaping certainly needs to be improved.

10 MR. LANGDON: I'm not saying it has to fit in
11 with the neighbors. I'm saying creativity comes in many
12 forms.

13 Overly simplistic, you're saying this is the
14 only approach. You're using the color red. What can you
15 not accomplish on a building that is still
16 attention-getting, at least it's not --

17 And, potentially, remember that this is the
18 first. If this is a corporate standard, do not believe
19 that it will start gearing up to where in St. Louis until
20 eventually we have a half dozen Fiat dealers that all look
21 like this one.

22 You have the opportunity to set a unique
23 standard here. The Comprehensive Plan says we should at
24 least try.

25 I think that's the message we're looking for.

1 If the Commission agrees with us or not. If you do not,³⁷
2 then we'll bring back an ordinance that adheres to this
3 plan.

4 If you do, then we'll work with the Applicants
5 to come up with something to get the noticeability they
6 want; the identity that they need because of the brand,
7 but is at least distinctive in Creve Coeur.

8 CHAIRMAN MADDEN: Barry.

9 MR. GLANTZ: On one hand, I appreciate the fact
10 that we're trying to improve the property.

11 And I actually think it's -- it's a fairly
12 attractive building. It also happens to be a very, very
13 prominent site in the City, deceptively prominent, and I
14 think because of that, the architecture, whether it's as
15 designed or as revised, can have a very, very strong

16 impact on the signage and the message of the signage
17 that's given.

18 And I'm sensing from everybody up here that
19 there's some discomfort that there's more signage on the
20 building as designed than first meets the eye.

21 And the point why I changed also from the
22 landscaping to the signage, because I don't want us to,
23 although maybe we can, cause we've done it before, but I
24 don't want us to compromise landscaping for design, you
25 know, we shouldn't design these buildings and then try to

1 cover them up with blue -- blue spruce trees. 38

2 So we have to -- we have to find a comfort level
3 with all the items that are mentioned here.

4 Of course, you know, and this is just my
5 opinion, there's going to be some corporate architecture
6 that ends up on here, that's the nature of the beast.

7 The question is is this, I think what I'm
8 hearing, is this the only option that's available to us or
9 are there other options that may be more -- that may be
10 palatable to the Fusz Organization that the City could be
11 more receptive to, in addition to putting the landscaping
12 back to the way it's supposed to be when it was originally
13 approved, and even enhancing that.

14 And I think there's opportunities. I hate to
15 see somebody say, well, the City's too difficult to deal
16 with, so we'll just leave it as it is. I hate to see
17 that. I don't think that's a win/win situation.

18 But I do think there are opportunities for a
19 win/win here where the City could be happier, and you're
20 improving the property and it's an enhancement for

21 everybody.

22 CHAIRMAN MADDEN: So I think, basically, what
23 we're saying is --

24 MR. HOLLANDER: I'll take your concerns and
25 comments back. I'm not real -- real convinced that

1 there's going to be any significant movement on either ³⁹
2 party based on economics and other things.

3 And but I will take the comment back to the
4 owner and the Fiat, and -- and see what their suggestions
5 are.

6 I mean --

7 MR. SCHNARR: But even if everybody was in love
8 with the building, there would still be a problem with
9 landscaping.

10 MR. HOLLANDER: Yeah, we do not have an issue
11 with adding landscaping. Up until recently, you know,
12 until this evening, I wasn't aware that this parking lot
13 was an issue. It wasn't addressed in '98, obviously, you
14 know, if the landscaping, and you had a change in
15 ordinance and enhancement, and we can do that, so.

16 CHAIRMAN MADDEN: Cynthia.

17 MS. KRAMER: I'm sorry, I just didn't catch when
18 Mr. Glantz had asked if there were any other alternatives,
19 I didn't hear if, in fact, cause I do understand with
20 corporate architecture there can be variety of different
21 things to sort of look at while maintaining the integrity
22 of a brand.

23 And I guess I would think that particularly with
24 Fiat, it's -- it's so important, it's, you know, quite a
25 luxury piece.

1 MR. HOLLANDER: No, it's a low-end car.

2 MS. KRAMER: Well, but --

3 MR. HOLLANDER: It's a low-entry level car, so.

4 MS. KRAMER: But it resonates in people's mind
5 in a different manner, it's Italian, so in actuality
6 there's an opportunity to make it a win by providing
7 something that looks not only good that would draw
8 customers, but would also maintain the integrity of the
9 City. So I guess I'm a little bit confused because I
10 didn't hear you say yes or no there was, in fact, other
11 options or --

12 MR. HOLLANDER: There have been no other options
13 presented to me. That they have a design guideline
14 booklet, and that is what has been approved and whether
15 there are other options, they have not been presented to
16 me. Essentially, we're given a guideline book, and we
17 work through that, seek their approval, and now we're here
18 to seek yours.

19 If I go back to them and say, hey, you know,
20 they don't like it, I don't know what -- what they'll say,
21 you know, they -- they may have something else. I mean,
22 as Jim said earlier, I mean when we come in and they put a
23 red brick on there, well, what's -- it's masonry, still a
24 red brick, you know, and it's still on the corners that,
25 and I don't want to pick on Walgreens, but all it is is a

41
1 change of material, and we're meeting masonry requirement,
2 but, you know, we're still screaming on the corners.

3 DR. BARTON: Well, I guess --

4 MR. HOLLANDER: So, you know, I know my owner,
5 that there will not be any significant building additions

6 or changes.

7 You know we're not going to do a big addition;
8 we're not going to tear off the front and do all that,
9 there's just not that kind of economics in this program
10 so.

11 CHAIRMAN MADDEN: I'm not sure we're looking for
12 a whole new front. I think we're just looking for a
13 couple more ideas that they may have.

14 MR. HOLLANDER: I'm not sure what those ideas
15 are.

16 CHAIRMAN MADDEN: Well, they must have them --
17 well, I shouldn't say must.

18 MR. HOLLANDER: Yeah, I can share with you that
19 they don't. I mean from what we've been through their
20 design process, I mean that their elements are, you know,
21 on the corners, and then the fiber cement siding as a sign
22 band as opposed to nephus (phonetic) band.

23 CHAIRMAN MADDEN: Well, we've been told the same
24 thing by --

25 MR. HOLLANDER: I understand.

42

1 CHAIRMAN MADDEN: Yeah.

2 MR. HOLLANDER: And I'll bring it back to them,
3 and I'll be happy to ask, but, honestly, I don't think
4 that's a bad looking building whether it be corporate
5 architecture or not.

6 And, like I said, I know the one in Austin cause
7 I know the building, it's a downtown site.

8 CHAIRMAN MADDEN: All right. Well --

9 MR. SCHNARR: The rendering picture would not
10 make you happy either because that's all --

11 MR. HOLLANDER: Well, and Hendrick is a big name
Page 35

12 in Dallas. I'm going to guess that's a big Dallas dealer,
13 and he's out in the middle of the suburbs, and all he did
14 was put the Fiat badge on it and they wanted him and they
15 said okay.

16 MR. LANGDON: Actually that's a North Carolina
17 dealership.

18 The point is not that one of these is the
19 solution for the site. The point is Fiat does not require
20 one solution.

21 CHAIRMAN MADDEN: Well --

22 DR. BARTON: All you can do is ask and -- and --

23 MR. HOLLANDER: All I can do is ask and we shall
24 see, but go back.

25 CHAIRMAN MADDEN: May be less. May have some

43

1 plan that won't cost you as much.

2 MR. LANGDON: The awnings would be a lot
3 cheaper.

4 MR. HOLLANDER: Well, there really aren't a lot
5 of windows to do that too so.

6 MR. GLANTZ: Well, to that point, and this is
7 another thing is should we design these buildings and then
8 they cheapen them, and I've talked about this with Paul.
9 Car dealers do it, you know, those big gaudy banners and
10 signs everywhere. There's so much visibility here, and I
11 like the fact that they want -- they want to reinvest in
12 the community. I hate when people cheapen building by
13 putting these banners and signs everywhere there's a
14 square inch to do so. They've done it in the parking lot.
15 They've done it with banners on the south side. They've
16 done it with that Auto Trader banner over the entry

17 monument sign.

18 Some way or another we're going to have to get
19 the building when they come in and balance the
20 reinvestment with our ordinances, especially the signage.

21 MR. HOLLANDER: I don't disagree with you.

22 MR. SCHNARR: But the signage plan is submitted
23 and approved, then how are they allowed to get away with
24 the big banners and all the rest of that nonsense? This
25 is the \$64 question I've been asking for months.

44

1 MR. LANGDON: They have been sent code
2 enforcement notice. They've chosen to ignore most of it.

3 As the Applicant has mentioned tonight, they've
4 taken off some of the signs, not all of them.

5 We're in the process now, we're reviewing the
6 building, and hope that they would take down the rest. If
7 they don't, then we'll send them a summons and they can --

8 MR. SCHNARR: How about out here on Olive and
9 Ballas and head toward Ladue when the speed limit is 30, I
10 chose to ignore the 30, do I have that choice? I don't
11 think so.

12 Is it an ordinance or is it not?

13 MR. LANGDON: You can choose to drive any speed
14 you wish. If you get caught, then you'll get a ticket.

15 And you can choose to ignore any zoning
16 regulation you wish. You get caught then we have to --

17 MR. SCHNARR: Fair enough.

18 CHAIRMAN MADDEN: Do we fine them or --

19 MR. LANGDON: Initially we ask for compliance.
20 We give them opportunity to do so, if they don't, then
21 it's to municipal court. Municipal court judge imposes
22 whatever penalty they see fit.

23 MR. GLANTZ: And I don't mean to be picking on
24 this Applicant.

25 Last week we had it with the car wash site. We

1 have banks all over the place that soap their windows, and⁴⁵
2 do that.

3 MR. SCHNARR: Well, this -- you're exactly on
4 point, and yet nothing is done when they come in and ask
5 for a new --

6 CHAIRMAN MADDEN: No, I think it was about this
7 time last year where we had somebody that finally was
8 enforcing, cause I know several of the banks no longer
9 have all the --

10 MR. SCHNARR: I know that our inspectors, when
11 they get bored, will drive through the subdivision and say
12 you got a loose board.

13 CHAIRMAN MADDEN: Well, I think if we did
14 enforce it, then buildings would look better, but have you
15 also gone over about the dumpsters and the water leaks and
16 everything with them?

17 MR. LANGDON: All those were identified in the
18 letter.

19 CHAIRMAN MADDEN: Okay. Well -- yes,
20 Mr. Eberhardt.

21 MR. EBERHARDT: Motion in order?

22 I move --

23 MR. LUMLEY: Close the hearing.

24 CHAIRMAN MADDEN: Well, before we close the
25 hearing, don't you have to submit --

1 MR. HOLLANDER: Don't you just want to table it⁴⁶

2 until the next meeting?

3 CHAIRMAN MADDEN: Can we do that?

4 MR. LUMLEY: I would think you could --

5 CHAIRMAN MADDEN: Does anybody else want to
6 testify in the audience? Okay.

7 So before I close the hearing, don't you have to
8 submit --

9 MR. LUMLEY: Well, Mr. Chairman, I offer the
10 following exhibits into the record of this public hearing:
11 Documentation in possession of the City reflecting notice
12 that was provided to the public regarding the hearing; the
13 staff reports of April 4th, 2011; the revised landscape
14 plan submitted this evening by the Applicant;
15 Mr. Langdon's power-point presentation; the City's Code of
16 Ordinances and Charter, the City's Comprehensive Plan and
17 the public file regarding this application.

18 CHAIRMAN MADDEN: Now the hearing's officially
19 closed.

20 (The hearing was closed at 8:11 p.m.)

21
22
23
24
25

47

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

5 I, Deborah K. McLaughlin, Registered Professional
6 Reporter, Missouri Certified Court Reporter, Illinois
7 Certified Shorthand Reporter and Kansas Certified Court

8 Reporter, do hereby certify that I reported the Planning
9 and Zoning Public Hearing stenographically and later
10 reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearing.

12

13

14 _____, RPR, MO-CCR, IL-CSR, KS-CCR

15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

16

17

18

19

20

21

22

23

24

25



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 16, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 16, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. Barry Glantz
 Ms. Cynthia Kramer
 Mr. Jim Schnarr – ABSENT
 One vacancy

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. UNFINISHED BUSINESS

Application #11-004, Amendment to the conditional use permit for Lou Fusz Fiat, 900 N. Lindbergh Boulevard, to allow exterior building and landscape modifications.

Applicant/Agent: Stephan Hollander, for Lou Fusz Fiat
 S.J. Hollander Architect, PC
 519 First Capitol Drive
 St. Charles, MO 63301

Fiat had not approved the previous drawings reviewed and approved by the Planning and Zoning Commission, so instead of going to City Council and being referred back to Planning and Zoning, a presentation was made by the applicant highlighting the changes to the building architecture.

Comments and questions from Commission members. Mr. Eberhardt pointed out the red coloring on the building was smaller and covered less square footage. Mr. Hollander stated that was true. Mr. Glantz asked to see a before-and-after of the building which was displayed by Mr. Hollander and shown on the overhead projector by Ms. Kelly.

Comments and questions from the audience. Mr. Jan Ericson asked the location of the building.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of an amendment to the conditional use permit Ordinance #1921 to allow the new Fiat dealership architecture presented to the Planning Commission on May 16, 2011, and the associated landscape plan presented and discussed in the staff reports on Application #11-004, dated May 2, 2011, as the conditions were described in the prior approval. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Glantz – aye

Ms. Kramer – aye

Mr. Eberhardt – aye

Dr. Barton – aye

Chair – aye

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:27 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



DRAFT

**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, MAY 2, 2011
7:00 P.M.**

DRAFT

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, May 2, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton - ABSENT
 Mr. Gary Eberhardt
 Mr. Barry Glantz
 Ms. Cynthia Kramer
 Mr. Jim Schnarr – ABSENT
 One vacancy

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. UNFINISHED BUSINESS

Application #11-004, amendment to the conditional use permit for Lou Fusz Fiat, 900 N. Lindbergh Boulevard, to allow exterior building and landscape modifications.

Applicant/Agent: Stephan Hollander, for Lou Fusz Fiat
 S.J. Hollander Architect, PC
 519 First Capitol Drive
 St. Charles, MO 63301

A presentation was made by the applicant highlighting the additional landscaping in front of the water detention basin, the retaining wall, and the landscaping in the parking lot to the east. The presentation also highlighted the building architecture.

Comments and questions from Commission members. Ms. Kramer asked how the plants and grass do in the area that is not currently irrigated. The applicant stated that there is only grass in that area and it is still alive. Mr. Eberhardt commented that Fiat is a new brand to the area, and asked if there was a way to make the building more distinctive and more in line with the Comprehensive Plan while still providing unique to the Fiat brand. Mr. Glantz commented that he did not have an issue with the building design, but his

concern is that the site is visible from various different areas and, therefore, it needs to meet the sign regulations. Mr. Madden commented that if the Commission agrees to the building design that he would like to see an irrigation system throughout the entire landscape. He further stated that the interior might be described as “world class” by the operator, but that is not the concern of the Commission.

There being no further comments, the motion was made by Mr. Eberhardt to recommend approval of an amendment to the conditional use permit Ordinance 1921 to allow the new Fiat dealership architecture and associated landscape plan presented to the Planning Commission on May 2, 2011, and discussed in the staff report in application 11-004 dated May 2, 2011 with the amendment that all of the green space and landscaped areas, as specified in the original conditional use permit, be subject to an irrigation system. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Chair - aye

Ms. Kramer – aye

Mr. Eberhardt – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 7:43 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, APRIL 4, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, April 4, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. Barry Glantz
 Ms. Cynthia Kramer
 Mr. Jim Schnarr

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner

5. NEW BUSINESS

A. Application #11-004 – PUBLIC HEARING

Request to amend the Conditional Use Permit for an automotive dealership at 900 N. Lindbergh Boulevard to allow exterior building improvements for Lou Fusz Fiat.

A presentation was made by applicant.

A presentation was made by Paul Langdon, Zoning Administrator, regarding the application.

Comments and questions from Commission members.

There being no further comments, the City Attorney presented exhibits for the record and the public hearing was closed.

(This ends the Public Hearing; see verbatim transcript for further information)

Mr. Eberhardt moved to continue Application #11-004 to the meeting of April 19, 2011, to allow the applicant time to address the concerns of the members of the Planning Commission and staff to include, without limitation: an improved and revised landscape plan, evidence of compliance with the City's Sign Code, and modifications to the corporate architecture presented during the public hearing. Dr. Barton seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Mr. Barton – aye

Ms. Kramer – aye
Mr. Eberhardt - aye

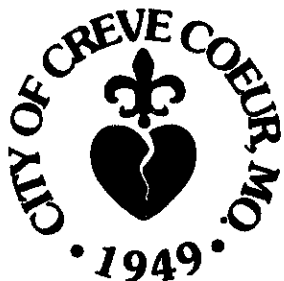
Mr. Schnarr – aye
Chair - aye

9. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:11 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

May 19, 2011

Mr. Steve Hollander
S.J. Hollander Architect, PC
519 First Capitol Drive
St. Charles, MO 63301

Re: Conditional Use Permit #11-004

Mr. Hollander:

The Planning and Zoning Commission, at its meeting of May 16, 2011, reviewed your request on behalf of Lou Fusz Fiat, for approval of an amendment to the conditional use permit to allow exterior building and landscape modifications.

By unanimous vote, the P&Z Commission recommends approval of an amendment to Conditional Use Permit Ordinance #1921, to allow the new Fiat Dealership architecture presented to the Planning Commission on May 16, 2011, and the associated landscape plan recommended for approval on May 2, 2011, with all of the conditions as recommended on May 2, 2011.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official

BILL NO. 5312

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2010-2011 GENERAL FUND
BUDGET OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 28, 2010 BY ORDINANCE NO. 5137, AMENDED BY ORDINANCE NO. 5151 ON SEPTEMBER 27, 2010, AMENDED AMENDED BY ORDINANCE NO. 5168 ON DECEMBER 13, 2010 AND AMENDED BY ORDINANCE NO. 5179 ON MARCH 14TH, 2011,

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE ADDITIONAL APPROPRIATIONS TO PAY FOR UNBUDGETED AND UNANTICIPATED EXPENDITURES AND TO UNAPPROPRIATE ITEMS BUDGETED BUT NOT COMPLETED IN VARIOUS CATEGORIES AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL ,ENTERPRISE, AND CAPITAL FUNDS FOR THE 2010-2011 FISCAL YEARS AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$148,172 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND	
CITY CLERK	\$ 4,000
ADMINISTRATION	1,600
MIS	1,900
COURT	4,500
INTERDEPARTMENTAL	5,725
COMMUNITY SERVICES	1,022
MAINTENANCE	5,800
POLICE - ADMINISTRATION	78,200
POLICE - PATROL	14,800
STREETS	4,000
PARKS	6,000
PLANNING	12,400
BUILDING INSPECTIONS	150
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	<u>\$ 140,097</u>
ENTERPRISE FUND	
PROSHOP	\$ 575
TOTAL ADDITIONAL APPROPRIATIONS-ENTERPRISE FUND	<u>\$ 575</u>
CAPITAL FUND	
STREET SIDEWALK MAINTENANCE	\$ 7,500
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	<u>\$ 7,500</u>
TOTAL ALL ADDITIONAL APPROPRIATIONS	<u><u>\$ 148,172</u></u>

BILL NO. 5312

ORDINANCE NO. _____

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL ,ENTERPRISE, AND CAPITAL FUNDS FOR THE 2010-2011 FISCAL YEARS AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$977,450 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

MAINTENANCE	\$	5,000
POLICE - PATROL		95,000
STREETS		25,000
PLANNING		10,500
TOTAL ADDITIONAL UNAPPROPRIATIONS-GENERAL FUND	\$	135,500

ENTERPRISE FUND

GOLF COURSE MAINTENANCE	\$	35,450
GOLF COURSE PROSHOP		3,500
FOOD SERVICE		3,000
TOTAL ADDITIONAL UNAPPROPRIATIONS-ENTERPRISE FUND	\$	41,950

CAPITAL FUND

CONWAY PARK IMPROVEMENTS	\$	20,000
CONWAY ROAD IMPROVEMENTS		725,000
GRAESER/OLIVE TDD IMPROVEMENTS		55,000
TOTAL ADDITIONAL UNAPPROPRIATIONS-CAPITAL FUND	\$	800,000

SECTION 3. THE ANNUAL GENERAL FUND OPERATING BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED, IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
ELECTRIC	\$ 65,000
NATURAL GAS	(45,000)
WATER	32,000
RETAIL SALES TAX	112,500
TOTAL GENERAL FUND REVENUES	\$ 164,500

SECTION 4. THE ANNUAL ENTERPRISE FUND OPERATING BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED, IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES

ACCOUNT	AMOUNT
GREENS FEES	\$ (60,000)
CART RENTALS	(12,000)
TOTAL ENTERPRISE FUND REVENUES	\$ (72,000)

SECTION 5. THE ANNUAL RETIREMENT FUND BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
GAIN/LOSS ON INVESTMENTS	\$ 2,100,000
TOTAL RETIREMENT FUND REVENUES	\$ 2,100,000

BILL NO. 5312

ORDINANCE NO. _____

SECTION 6. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2011.

TARA NEELEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



MEMORANDUM

DATE: May 19, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance *DNS*

SUBJECT: Fiscal Year 2011 Budget Adjustment

During the fiscal year it becomes necessary to adjust the adopted budget. Since the last budget adjustment in March 2011 a number of events have occurred that require an adjustment to the fiscal year budget adopted on June 28, 2010. Some of the more significant adjustments include:

1. Holiday Pay, Police Administration – Increase \$7,800
Due to the elimination of dispatch positions additional holiday pay was distributed.
2. WCDC, Police Administration – Increase by \$70,400
In order to build the required reserve WCDC assessed a full 6 months of payments for their service based on the budgeted amount. This additional amount would allow quicker reimbursement of the \$92,000 initially contributed for Capital purchases which actually was funded through a grant. Staff had estimated 2011 expenditures based on the beginning date of March 1, 2011 which resulted in 4 months of actual expense.
3. Salaries, Police Patrol – Decrease \$45,000
Reductions due to vacancies in patrol and transfer of patrol commander to Administration to fill vacancy created by retirement.
4. Health Insurance, Police Patrol – Decrease \$25,000
Reductions due to vacancies in patrol and transfer of patrol commander to Administration to fill vacancy created by retirement.
5. Gasoline, Police Patrol – Decrease \$25,000
Gasoline cost overestimated in 2011 budget.
6. Salaries, Streets – Decrease by \$22,500
Vacancies and replacements in the street division have reduced salaries.
7. Salaries, Planning Division – Increase \$12,400
Beginning wage for new planner higher than anticipated in 2011 budget. Also final pay to retiree higher than anticipated.

8. Electric Service, Revenue – Increase \$65,000
Higher revenues than anticipated due to higher rates and increased consumption.
9. Gas Service, Revenue – Decrease \$45,000
Decrease due to reduced usage and lower natural gas cost by suppliers.
10. Water, Revenue – Increase \$32,000
Increase due to higher rates and more consumption.
11. Retail Sales Tax, Revenue – Increase \$112,500
Sales tax performing better than anticipated during 2011.
12. Greens Fees, Revenue – Decrease \$60,000
Revenues for 2011 were overestimated and usage decreased due to unusually hot weather in early FY 2011.
13. Cart Rentals, Revenue – Decrease \$12,000
Revenues for 2011 were overestimated and usage decreased due to unusually hot weather in early FY 2011.
14. Gain/Loss on Investments, Pension Plan Revenue – Increase \$2,100,000
Pension plan performing much better than anticipated. This is primarily as a result of the gains in the stock market exceeding 25%. In May, so far, the market is trending downward.

I would be please to respond to any questions.

**FOURTH BUDGET ADJUSTMENTS
2011**

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	DEPT AMOUNT TOTAL	
GENERAL FUND REVENUES				
Electric	01-00-00-4201	Increase in revenues due to rate increase and increased summer usage	65000	
Natural Gas	01-00-00-4202	Decreased revenues due to reduction in gas purchase price from supplier	-45000	
Water	01-00-00-4203	Increase due to warm weather and increased rates	32000	
Sales Tax Retail	01-00-00-4301	Sales tax performing better than anticipated	112500	
TOTAL REVENUE ADJUSTMENTS				
	TOTAL		164,500	
GENERAL FUND EXPENDITURES				
Professional Services(Legislative)	01-11-13-6203	Code updates more costly than anticipated	4000	4000
Dues memberships and Subscriptions(Administration)	01-12-11-6262	Dues to Performance measurement more expensive than anticipated	1600	1600
Office Equipment Maintenance(MIS)	01-12-51-6213	Office Equipment Maintenance more than anticipated due to Fishnet recommendations	1900	1900
Office Equipment(Court)	01-13-14-9504	Unanticipated purchases including new Court Collection procedure	4500	4500
Health Insurance (Interdepartmental)	01-13-15-5230	Increased expenditures due to retirement and Cobra	4000	
Office Equipment (Interdepartmental)	01-13-15-9504	Unanticipated office equipment expenditure	1725	5725
Temp Employees(Community Services)	01-14-11-5102	Temp Employee cost higher than anticipated due to staffing changes	750	
Vacation Pay(Community Services)	01-14-11-5104	Vacation pay not anticipated	272	1022
Salaries(Maintenance)	01-16-11-5101	Maintenance pay higher than anticipated due to severance agreement	4100	
Overtime(Maintenance)	01-16-11-5103	Overtime higher than anticipated due to reduction in staffing	1700	
Equipment Maintenance(Maintenance)	01-16-11-6211	Less Maintenance then anticipated	-5000	800
Holiday Pay(Police Admin)	01-21-11-5106	Holiday pay higher than anticipated due to resignations	7800	
WCDC (Police Admin)	01-21-11-6227	2nd quarter WCDC payment. Some credit will be received since WCDC not in operation 2 full quarters.	70400	78200
Salaries(Patrol)	01-21-22-5101	Patrol salaries reduced due to vacancies	-45000	
Overtime(Patrol)	01-21-22-5103	Increased due to vacancies	10600	
Vacation Pay(Patrol)	01-21-22-5104	Higher than anticipated due to resignations	2200	
Holiday pay(Patrol)	01-21-22-5106	Higher than anticipated due to resignations	2000	
Health Insurance(Patrol)	01-21-22-5230	Decreased due to vacancies	-25000	
Gasoline(Patrol)	01-21-22-7307	Over estimated in Budget	-25000	-80200
Salaries(Streets)	01-31-41-5101	Further reduction in salaries due to vacancies	-22500	
Health Insurance(Streets)	01-31-41-5230	Reduction due to vacancies	-2500	
Snow Removal(Streets)	01-31-41-7310	More snow removal costs than anticipated	4000	-21000
Overtime(Parks)	01-31-43-5103	More overtime than anticipated	6000	6000
Salaries(Planning)	01-32-11-5101	Salaries more than anticipated due to higher salary for planner than budgeted and final payout for retiree	12400	
Salaries(Planning)	01-32-11-5102	Lower PT salaries than anticipated	-4000	
Health Insurance(Planning)	01-32-11-5230	Lower Health Insurance cost than anticipated	-6500	1900
Office Equipment(Building Inspection)	01-32-61-9504	Unanticipated purchase of Chair	150	150
TOTAL EXPENDITURE ADJUSTMENTS			4597	4597
ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	

Green Fees	06-00-00-4500	ENTERPRISE FUND-REVENUES	
Cart Rentals	06-00-00-4501	Revenues were overestimated and hot weather in summer of 2010 reduced rounds	-60000
		Revenues were overestimated and hot weather in summer of 2010 reduced rounds	-12000
TOTAL REVENUE ADJUSTMENTS			-72000
		ENTERPRISE FUND-REVENUES-CONTINUED	
TOTAL ENTERPRISE FUND REVENUE ADJUSTMENTS			0
Salaries- Perm Employees(Maintenance)	06-14-32-5101	Fulltime position filled with PT	-24000
Health Insurance(Maintenance)	06-14-32-5230	Fulltime position filled with PT	-5500
Longevity(Maintenance)	06-14-32-5105	Fulltime position filled with PT	-2700
Equipment Maintenance(Maintenance)	06-14-32-6211	Less maintenance than anticipated	-1500
Building and Grounds(Maintenance)	06-14-32-6212	Less maintenance than anticipated	-1750
Salaries- Temp Employees(Pro Shop)	06-14-33-5102	Less Temps needed than anticipated	-3500
Pension Contribution(Pro shop)	06-14-33-5241	Higher contribution than estimated	575
Salaries- Temp Employees(Food Service)	06-14-34-5102	Less Temps needed than budgeted	-3000
		ENTERPRISE FUND-EXPENDITURES	-41375
TOTAL ENTERPRISE FUND EXPENDITURE ADJUSTMENTS			0
		CAPITAL FUND REVENUES	
TOTAL CAPITAL FUND REVENUE ADJUSTMENTS			0
		CAPITAL FUND EXPENDITURES	
Street Sidewalk Maintenance	02-61-71-9510-11601	More sidewalk work than anticipated	7500
Conway Park Improvements	02-61-71-9506-11304	Project will be finished in 2012	-20000
Conway Road Improvements	02-61-71-9510-11608	Project will be done in 2012	-725000
Graeser/ Olive TDD Contribution	02-61-71-9510-11609	1st Contribution will be in 2012	-55000
TOTAL CAPITAL FUND EXPENDITURE ADJUSTMENTS			0
		PENSION FUND REVENUES	-792500
Gain(loss) on Investments	03-00-00-4709	Pension performed much better than assumed	2100000
TOTAL PENSION FUND REVENUE ADJUSTMENTS			2100000
		PENSION FUND EXPENDITURES	
TOTAL PENSION FUND EXPENDITURE ADJUSTMENTS			0
		EXPENDITURE SUMMARY	
GENERAL FUND ADDITIONAL APPROPRIATIONS			140097
GENERAL FUND UNAPPROPRIATIONS			135500

NET INCREASE/DECREASE IN GENERAL FUND APPROPRIATIONS	4597
ENTERPRISE FUND ADDITIONAL APPROPRIATIONS	575
ENTERPRISE FUND UNAPPROPRIATIONS	41950
NET INCREASE/DECREASE IN ENTERPRISE FUND APPROPRIATIONS	-41375
CAPITAL FUND ADDITIONAL APPROPRIATIONS	7500
CAPITAL FUND UNAPPROPRIATIONS	800000
NET INCREASE/DECREASE IN CAPITAL FUND APPROPRIATIONS	-792500
PENSION FUND ADDITIONAL APPROPRIATIONS	0
PENSION FUND UNAPPROPRIATIONS	0
NET INCREASE/DECREASE IN PENSION FUND APPROPRIATIONS	0
TOTAL ADDITIONAL APPROPRIATIONS ALL FUNDS	148172
TOTAL UNAPPROPRIATIONS ALL FUNDS	977450
TOTAL TRANSFERS ALL FUNDS	-829278

REVENUE SUMMARY

GENERAL FUND ADDITIONAL REVENUES	209500
GENERAL FUND REDUCTION IN REVENUES	45000
NET INCREASE/DECREASE IN GENERAL FUND BUDGET REVENUES	164500
ENTERPRISE FUND ADDITIONAL REVENUES	0
ENTERPRISE FUND REDUCTION IN REVENUES	72000
NET INCREASE/DECREASE IN ENTERPRISE FUND BUDGET REVENUES	-72000
CAPITAL FUND ADDITIONAL REVENUES	0
CAPITAL FUND REDUCTION IN REVENUES	0
NET INCREASE/DECREASE IN CAPITAL FUND BUDGET REVENUES	0
PENSION FUND ADDITIONAL REVENUES	2100000
PENSION FUND REDUCTION IN REVENUES	0
NET INCREASE/DECREASE IN PENSION FUND BUDGET REVENUES	2100000
TOTAL ADDITIONAL REVENUES ALL FUNDS	2309500
TOTAL REDUCTION IN REVENUES ALL FUNDS	117000
	2192500

RESOLUTION NO. 963

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES TO CONDUCT AN ANNUAL AUDIT AND ASSIST THE CITY IN THE PREPARATION OF ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT

WHEREAS, THE CITY OF CREVE COEUR CITY CHARTER REQUIRES THE CITY TO HAVE AN ANNUAL AUDIT OF ITS FINANCIAL STATEMENTS, AND

WHEREAS, THE CITY OF CREVE COEUR EMPLOYS A QUALIFIED CPA FIRM TO CONDUCT THE ANNUAL AUDIT AS REQUIRED BY THE CHARTER AND ASSIST IN THE PREPARATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, AND

WHEREAS, THE AGREEMENT WITH THE CITY'S CURRENT AUDITORS EXPIRED AFTER THE PREPARATION OF THE FISCAL YEAR 2010 AUDIT AND PREPARATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, AND

WHEREAS, THE CITY RECEIVED THREE QUALIFIED PROPOSALS TO PROVIDE PROFESSIONAL SERVICES FOR THE AUDIT OF THE CITY'S FINANCIAL STATEMENTS AND PREPARATION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, AND

WHEREAS, THE PROPOSALS WERE REVIEWED BY THE FINANCE COMMITTEE AT THEIR MAY 18TH MEETING AND THEY RECOMMENDED HOCHSCHILD, BLOOM & COMPANY AS THE LOWEST AND BEST BID, AND

WHEREAS, CITY STAFF AGREES WITH THE RECOMMENDATION OF THE FINANCE COMMITTEE BASED ON HOCHSCHILD, BLOOM & COMPANY'S PROFESSIONALISM AND QUALITY OF PAST SERVICE TO THE CITY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1: THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT AUTHORIZING HOCHSCHILD, BLOOM & COMPANY, LLC TO PROVIDE SERVICES AS OUTLINED IN THEIR PROPOSAL TO CONDUCT AN ANNUAL AUDIT AND ASSIST THE CITY WITH PREPARATION OF ITS ANNUAL COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEARS 2011, 2012 AND 2013.

SECTION 2: THAT THE ESTIMATED COST OF SUCH SERVICES PER THE PROPOSAL IS FY 11 - \$21,200,
FY 12 - \$21,450 AND FY 13 - \$21,700 FOR A TOTAL NOT TO EXCEED \$64,350.

SECTION 3: THIS RESOLUTION SHALL TAKE EFFECT UPON APPROVAL BY THE CITY COUNCIL AS PROVIDED IN THE CITY CHARTER.

ADOPTED THIS 26TH DAY OF MAY 2011

HAROLD L. DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK



MEMORANDUM

DATE: May 19, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance *DNS*

SUBJECT: Auditor Contract

The current agreement with our independent auditors has expired. Staff distributed an RFP to seven audit firms. There were 3 proposals returned. A tabulation of these proposals is attached for your review. Proposals from Showalter, Jabouri and the current auditors Hochschild, Bloom & Company (HB&C) were close based on cost for the 3-year period. The proposal from Rubin Brown was significantly more expensive. All three firms are experienced in municipal audits and highly regarded.

Due to the significant cost difference the selection was narrowed to Showalter, Jabouri and HB&C. Both firms have their advantages. Selecting Showalter & Jabouri would result in a change in auditors which results in a new viewpoint concerning the city's accounting policies and procedures. Renewing the agreement with HB&C would result in less staff time and disruption during the 1st year of the audit. Since they are familiar with our policies and procedures less staff time would be required by the auditors. This difference would be reduced substantially in year number 2. Also the City is very familiar with HB&C and highly satisfied with their performance.

The Finance Committee considered these proposals at its May 18th meeting. Based on the presentation they recommended that HB&C's proposal for audit services be selected. The Committee felt that the reduced staff time required outweighed the benefits of having a different firm review the City's accounting policies and procedures. In addition, since the city is highly pleased with the performance of HB&C there was some risk of the unknown with Showalter Jabouri.

Based on the recommendation of the Finance Committee staff recommends the selection of Hochschild, Bloom & Company as the City's auditor for a 3-year period. The RFP also allows for a 2-year extension if both the city and audit firm agree.

Attached is the resolution which authorizes the city administrator to enter into an agreement with Hochschild Bloom & Company for an amount not to exceed \$64,500 for audit services for the fiscal years 2011, 2012, and 2013. The FY 2010 cost was \$21,200 which means there will be no increase in cost for FY 2011.

I would be please to respond to any questions.

**RFP TABULATION
FOR CITY AUDIT/CAFR
PREPARATION**

	Schowalter & Jabouri Inc.	Hochschild Bloom & Company	Rubin Brown & Company
Year 1	\$ 19,500	\$ 21,200	\$ 25,900
Year 2	20,000	21,450	26,700
Year 3	20,500	21,700	27,500
Total	\$ 60,000	\$ 64,350	\$ 80,100
Hourly Rate for Assist	\$ 70-140 (Depending on position)	\$ 125	\$ 95-245 (Depending on position)
Hours	400	N/A	350

Memorandum

To: Mark Perkins
From: Fran Thies
Date: 5/19/2011
Re: Lines Grant from USTA

The United States Tennis Association (USTA) is offering a program for tennis players age 12 and under called Quick Start. This program constitutes marking our existing tennis courts with additional lines to accommodate smaller court play. The lines will be done in a softer shade of the same court color and are not distracting to regulation court play. The industry has marked courts for this purpose all across the nation. Please see attached drawing from USTA indicating the additional lines.

Creve Coeur's tennis program is one of the most popular programs we run. This adjustment to the courts will allow us to accommodate and attract more and younger players to the game. The USTA will fund the entire cost of marking these courts which is estimated at \$1,500. We have been accepted to receive this award and I encourage the City Council to approve this on behalf of our growing tennis community.

CONFIDENTIAL



2011 Missouri Valley 10 & Under Lines Grant (utilizing the QuickStart Tennis)

Financial support will be awarded only to member organizations who have received specifications from the USTA Technical committee. *Applying organizations must be open to all people, regardless of race, color, creed, religion, gender, national origin, age, disability, sexual orientation, citizenship status, or veteran status.* Priority will be given to those organizations that promote and develop the growth of tennis, target new players, link their program(s) to continuing play opportunities including group lessons and organized play programs, (USTA Jr. Team Tennis) and assist in the development of a local Community Tennis Association.

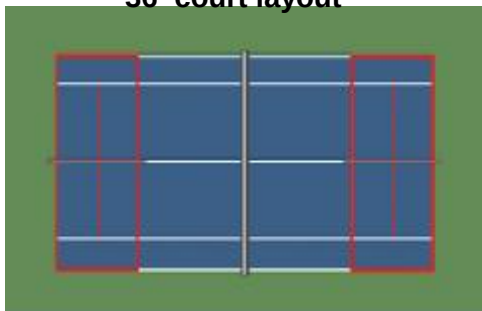
The Missouri Valley 10 & Under Lines Grant provides funding to assist organizations in funding permanent age 10 & under tennis lines (utilizing the QuickStart Tennis format) on their courts.

GRANT GUIDELINES

- The sponsoring organization must be or become a USTA Organization Member prior to receiving funding to be considered for a grant. Priority will generally be given to groups offering continuing play or follow-up opportunities and that are open to the public. To join the USTA call 1-800-990-USTA or go on-line at www.missourivalley.usta.com and click on "Membership."
- All grant applicants must return an evaluation within two weeks of the completion of the project. Site visits may be conducted.
- To qualify for this grant, the organization must make a commitment to offer or incorporate 10 & Under Tennis into their tennis offerings including Jr. Team Tennis utilizing the QuickStart Tennis format for age 10 & under and age 8 & under play.

Contact the local Tennis Service Representative (TSR) in your district for more assistance.

36' court layout



60' court layout

